REQUEST FOR COMPETITIVE SEALED PROPOSALS
SINTON INDEPENDENT SCHOOL DISTRICT
#FY23-RFP-100

The Sinton Independent School District will receive competitive sealed proposals for Technology Equipment and Services including Switchgear, Wireless Access Points, and Basic Maintenance of Internal Connections. Proposals will be received until January 30, 2023 at 2:00 pm at the Office of the Superintendent located at 322 S. Archer St., Sinton, TX 78387.

BID OPENING
January 31, 2023 at 3:45 PM
Sinton ISD Board Room
322 South Archer
Sinton, TX 78387

PLEASE MARK ALL PROPOSALS:
ATTN: Joseph Buffa
#FY23-RFP-100

DELIVER ELECTRONIC PROPOSALS TO:
jbuffa@sintonisd.net

OPTIONAL WALKTHROUGH
January 5, 2023

The District reserves the right to waive any informality or to reject any or all Proposals.

No offeror may withdraw his Proposal within thirty (30) days after the actual date of the opening. A bid packet can be obtained at the following link: https://www.sintonisd.net/260441_2
1.0 General Information:
The Sinton Independent School District is soliciting sealed proposals for network infrastructure upgrades at multiple campuses including switchgear, wireless access points and basic maintenance of internal connections. See Section 8.0 for details. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the Sinton Independent School District intends to govern the relationship between it and the selected Vendor. It is the intention of the Sinton Independent School District to award the contract to the company or companies that appear most advantageous to the District.

Contact Person: Joseph Buffa, Technology Director, 361-664-0981 1029, jbuffa@sintonisd.net

Proposals are due on January 30, 2023 at 2:00 pm

Proposals may be hand delivered to the District Administrative Offices located at 322 South Archer PO Box 1337, Sinton, TX 78387.

Proposal may be mailed to
Sinton Independent School District
Attention: Joseph Buffa
PO Box 1337
Sinton, TX 78387.

Envelope must be clearly labeled with the following information:

  Name of Bidder
  Address of Bidder
  FY2023 Erate Bid
  Bid Due Date

Electronic proposals may be sent to jbuffa@sintonisd.net.

Emails must include the following subject line:
FY 2023 Erate

FAXED PROPOSALS WILL NOT BE ACCEPTED.

Optional Walkthrough
All vendors who wish to bid on the Category 2 portion of this RFP may attend a walkthrough on January 5, 2023 at 9:00 AM. Vendors will meet Joseph Buffa at the E. Merle Smith Middle School building located at 1000 South San Patricio, Sinton, TX 78387. For questions about the walkthrough please contact Joseph Buffa at jbuffa@sintonisd.net.
1.1 Communication with the Sinton Independent School District: It is the responsibility of the bidder to inquire about any requirements of this RFP that are not understood. Inquiries must be submitted by email to jbuffa@sintonisd.net and answers will be posted online at https://tinyurl.com/mr43b3rp. The deadline for submitting questions is January 12, 2023. A Q and A document will be posted in the EPC on that same date. If a change or clarification to the RFP is made in a substantial manner, addenda will be posted online. The Sinton Independent School District will not be bound by oral responses to inquiries or written responses other than the RFP Q&A Page posted above.

Please direct all inquiries to:
Joseph Buffa
Technology Director
Sinton Independent School District
jbuffa@sintonisd.net

1.2 Award of Proposal: Sinton ISD reserves the right to award this proposal on an item-by-item basis or a group of items. Sinton ISD reserves the right to increase or decrease the number of switches, WAPs, UPSs, and network drops. Sinton ISD reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Should the Sinton School District determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.3 Confidentiality: The information contained in proposals submitted for Sinton ISD’s consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Sinton ISD will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law and Erate rules. Bidders should clearly mark any information considered confidential and/or proprietary.

1.4 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.5 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any sub-vendor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency including, but not limited to the FCC and USAC. Submission is also an agreement that Sinton ISD will be notified of any change in this status.
1.6 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder’s proposal.

1.7 Proposal Validity: Unless otherwise specified, all proposals shall be valid for 180 days after the due date of the proposal.

1.8 Errors: Proposals may be withdrawn or amended by bidders at any time prior to the proposal opening. If a significant mistake has been made by the apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

2.0 General Terms and Conditions:
2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of Sinton ISD and the Vendor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: If the Vendor needs clarification of, or deviation from the terms of the contract, it is the Vendor’s responsibility to obtain written clarification or approval from Joseph Buffa, Technology Director, Sinton Independent School District, 322 South Archer, PO Box 1337 Sinton, TX 78387, jbuffa@sintonisd.net.

2.4 Litigation: The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of laws principles. The Vendor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Texas.

2.5 Tax Exemption: The Sinton Independent School District is a governmental entity and is exempt from the payment of Federal Excise Taxes on articles not for resale, the Federal Transportation Tax on all
shipments, and state sales tax. The vendor and sub vendor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required.

2.6 Equal Opportunity: In the execution of the contract, the Vendor and all sub vendors agree, consistent with Sinton ISD policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

2.7 Independent Vendor: Whether the Vendor is a corporation, partnership or other legal entity, the Vendor is an independent vendor. The manner in which services are performed shall be controlled by the Vendor, however, the nature of the services and the results to be achieved shall be specified by the Sinton Independent School District. The Vendor is not to be deemed an employee or agent of Sinton ISD and has no authority to make any binding commitments or obligations on behalf of Sinton ISD except as expressly provided herein.

2.8 Indemnification: The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify Sinton ISD and its employees from and against all loss, damage, cost and expense (including attorneys fees) suffered or sustained by Sinton ISD or for which Sinton ISD may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Vendor or any sub vendor under this agreement.

2.9 Quantities: The quantities shown on this request are based on estimated needs. Sinton ISD reserves the right to adjust quantities up or down to meet actual needs.

2.10 Payment: It is the District’s desire to use Service Provider Invoicing for all services and equipment related to this RFP. If a vendor is unable or unwilling to provide Service Provider Invoicing, the vendor must notify the district in the response to this RFP. Payment of the undiscounted portion of the project will be made upon receipt of a correct invoice for goods that have been delivered, installed and accepted. A vendor may submit an invoice for partial installation. All materials must be installed, inspected and approved by Sinton ISD prior to final payment. If materials are damaged during installation, the vendor must replace the product with like product prior to final payment.

2.11 Cancellation: Sinton ISD reserves the right to cancel this contract without pecuniary risk or penalty upon written notice of the intent. The District reserves the right to cancel this contract upon written notice of the intent. If at any time the vendor fails to fulfill or abide by the terms, conditions, or
specifications of this contract, Sinton ISD reserves the right to cancel upon thirty days written notification of the intent.

3.0 Insurance:
3.1 Liability Insurance: Vendor must provide evidence of liability and workers comp insurance with this proposal. Sinton ISD retains the right of approval for insurance coverage. Sinton ISD shall be named as an Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the Sinton ISD. Certificates shall be filed prior to the date of performance under this Agreement.

4.0 Evaluation Process:
Sinton ISD will award the contract to the responsible service provider who best meets the needs of the District. To determine this service provider, Sinton ISD will apply the best value concept.
Evaluation Criteria will include:
- Purchase price of Erate eligible goods and services.
- The reputation of the vendor and of the vendor’s goods and services.
- The quality of the vendor’s goods or services.
- The extent to which the goods or services meet the District’s needs.
- The vendor’s past relationship with the District.
- The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
- The total long-term cost to the District to acquire the goods or services.

4.1 Disqualification Criteria
The following criteria will be used by the District to disqualify a bid.
- Bids submitted after the due date
- Bids submitted via fax
- Lack of Service Provider Identification Number (SPIN)
- Lack of current FCC Form 473, Service Provider Annual Certification (SPAC) on file with USAC/SLD.
- FCDC Red-Light Status of Red
5.0 Confidential Information:
Bidders are advised that materials contained in their proposals are subject to the Public Information Act and may be viewed and/or copied by any member of the public, including news agencies and competitors. Sinton ISD reserves the right to reject any or all proposals received, or to award a contract on the basis of initial offers received without discussions or clarifications. Therefore, the proposal should contain the vendor’s best price and technical response based on the RFP.

6.0 Sinton ISD Obligations:
Sinton ISD accepts no obligations for costs incurred by vendors responding to this RFP or on being awarded the contract. Sinton ISD reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of Sinton ISD’s official files. Retention of these proposals does not obligate Sinton ISD to any action. Sinton ISD reserves the right to reject any and all proposals received.

7.0 Default Conditions:
If the contracted service provider breaches any provision, becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, Sinton ISD will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five days written notice to the service provider. Sinton ISD will then be relieved of all obligations, except to pay the value of the service provider’s prior performance (at not exceeding the contract rate). The service provider will be liable to Sinton ISD for all costs exceeding the contract price that Sinton ISD incurs in completing or procuring the service as described in this document. Sinton ISD's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance or course of dealing.

ERate Contract Terms
The contract may be subject to Sinton ISD receiving ERate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the ERate 2023 funding year ending June 30, 2024 or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

1. Only applicants holding a valid Service Provider Identification Number (SPIN) are eligible to respond to this RFP. Entities holding “Red-Light Status” with the FCC or are under any state of debarment as stated in the “Debarment” section listed above are not eligible to respond to this RFP and no proposals submitted by such entities will be considered.
2. Sinton ISD expects the proposer/Service Provider to make themselves thoroughly familiar with any rules and regulations regarding the ERate program.

3. All contracts entered into as a result of this RFP may be contingent upon the specific funding of the FRN at the percentage rate submitted for.

4. Once a funding commitment decision letter has been issued the maximum percentage Sinton ISD will be liable for is the pre-discount amount minus the ERate funded amount.

5. No Category 2 installation work can take place before April 1, 2023.

6. In the event of questions during the ERate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal(s).

7. Sinton ISD reserves the right to deny any or all proposals associated with this RFP, even after ERate funding approval.

8. Sinton ISD reserves the right to fund, or partially fund (proceed with project or purchase) regardless of ERate approval.

8.0 Scope of Work

Switchgear

- The District is seeking bids for the purchase, installation and initial configuration of three (3) core switches such as the Cisco Catalyst 9500 series.
- The District is also seeking bids for the purchase, installation, and configuration of fifty five (55) distribution switches such as the Catalyst C9300 series. Switches should be able to support maximum throughput for WiFi 6 WAPs.
- Switchgear Distribution
  - E. Merle Smith Middle School - 29 distribution and 1 core
  - Sinton Elementary - 11 distribution and 1 core
  - Welder Elementary - 15 distribution and 1 core
- All switchgear bids should include all the necessary auxiliary equipment, cabling and software needed to successfully put the equipment into service in our network environment such as stacking modules, patch cables, patch panels, racks, fiber connection equipment such as SFPs, and licenses.

Wireless Access Points

- The District is seeking bids for the purchase, installation and initial configuration of one hundred three (103) or more 802.11ax (WiFi 6 or WiFi 6E) interior wireless access points such as the Aruba IAP 635 or greater.
- The District is also seeking bids for the purchase, installation and initial configuration of two (2) or more 802.11ax (WiFi 6 or WiFi 6E) exterior wireless access points such as the Aruba IAP 387 or greater.
- It is our current belief that 105 access points will provide adequate coverage for our needs but we encourage bidders to provide their own recommendations based on the functionality of their particular product.

- **Access Point Distribution**
  - E. Merle Smith Middle School - 42
  - Sinton Elementary - 27 Internal, 1 External
  - Welder Elementary - 34
  - Sinton HS - 1 External

- Bids should include all necessary auxiliary equipment and software required to put the APs into service in our network environment such as mounting hardware and licenses.

- Note: All APs will be installed on existing cables.

**Basic Maintenance of Internal Connections**

- The District is seeking bids for one year of basic maintenance and technical support appropriate to maintain the reliable operation of a Fortigate 1101E firewall device such as the Fortinet Advanced Threat Protection - FC-10-F11E1-928-02-12

- Bids should include support for the following items
  - Repair and upkeep of eligible hardware and functions,
  - Configuration changes,
  - Basic technical support including online and telephone-based technical support, and
  - Software upgrades and patches including bug fixes and security patches.

- While the District is interested in advanced threat protection offered products such as the Fortinet FC-10-F11E1-928-02-12, we also recognize that many features of such products are not eligible for Erate support. **Bidders should clearly indicate which portions of their bids are Erate eligible and which portions are not Erate eligible.**
  - Bidders may indicate eligibility by percentages or,
  - Bidders may indicate eligibility using dollar amounts

- The following shall NOT be included:
  - Manufacturer’s extended warranty,
  - Unbundled Warranties, including prepaid retainers for service that may not actually need to be performed,
  - On-site technical support (i.e. contractor duty station at the applicant site) when off-site technical support can provide basic maintenance on an as needed basis
  - Services such as network management and 24-hour monitoring,
  - Help desks that provide a comprehensive level of support beyond basic
maintenance of only eligible components, and
  ○ Technical support contracts that are more than basic maintenance.

Brands:
Brand names that are included in this proposal request are for descriptive purposes, to indicate the quality, design and utility desired. These specifications are not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this proposal request. Each proposer shall indicate the manufacturer's name and model number of the brands being proposed.

Or Equal:
Whenever any materials, apparatus, equipment or process is indicated or specified by patent or proprietary name and/or manufacturer, the name so indicated shall be deemed and constructed to be followed by the words, “or approved equal or greater”. If an “or equal or greater” is proposed, the proposer will specify what brand, grade, model, etc. of any proposed substitute. The proposer must also provide a specification sheet and picture of the proposed product. The proposer shall clearly state any differences on the proposal sheet, not on an attachment of any kind. Sinton ISD shall determine if the substitution is an equal or greater product after reviewing these items.

Substitutions:
Substitutions of brands after the award are not allowed unless prior approval from Sinton ISD has been received. Substitutions must be submitted to Sinton ISD 30 days prior to substitution. If an item is purchased and later discovered not to meet the original specifications, the vendor shall assume all responsibility and make adjustments as required by the district.

Notice: Lowest Corresponding Price
As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx for more information on the requirements relating to LCP.

9.0 Sinton ISD Responsibilities
Sinton ISD will provide access during the process of the installation to allow the vendor and its employees access to the premises at all reasonable hours or at such hours as the school district and vendor may agree.

It is understood that the vendor will not be held accountable for any delays caused/permited Sinton ISD.

If the purchase is being made on an E-rate funded equipment or service and Sinton ISD does not receive the full amount of requested E-rate funding, the applicant has the discretion to nullify and cancel the contract.
10.0 Vendor’s Responsibilities

The vendor must provide all supervision, labor construction tools, equipment, hardware, wiring materials as specified, transportation, construction, unloading, inspecting, and inventory. Whenever in the RFP the terms “provide,” “furnish,” “supply,” or “install,” etc. can be interpreted as requiring the vendor both to furnish and/or install materials, unless specifically notified that provisioning/installation of the materials will be handled by the School District, such tasks will be performed by the vendor.

The vendor will;

- Provide for the installation of all conduits and sleeves through firewalls as required meeting codes,
- Install the wire, cable, and any associated hardware in accordance with the manufacturer’s specifications,
- Conduct tests and inspections in the presence of the School District personnel after installation has been completed in order that the School District may be assured that the requirement for the installations are met
- Promptly correct all defects for which the vendor is responsible
- Coordinate all work with the School District’s contact. This contact will be designated at a future date, before the commencement of the installation.

Upon completion of the work each day, the vendor must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat. Vendors may use subcontractors to perform work. However, all responsibilities rest with the vendor. The vendor will provide the School District with complete detailed test results as outlined in this RFP. The test results must be delivered to the School District prior to payment. The vendor shall describe and provide a written document of the appropriate product and/or cable plant warranty periods and conditions. Access to buildings with children will occur with proper notification to Joseph Buffa, Technology Director.

Bidders must include the following forms in their bids.
AUTHORIZATION

Proposal Description: ____________________________________________________________

Vendor Name: __________________________________________________________________

In submitting #FY23-RFP-100-__________, I certify as follows:

1. The prices in this Proposal have been determined independently, without consultation, 
   communication, or agreement for the purpose of restricting competition, as to any matter 
   related to such prices, with any other Vendor or with any competitor.

2. I have read each of the Proposal documents outlined in the RFP and agree to abide by the 
   terms and conditions thereof

DATED this _______Day of ________________________________, ______________.

Name of Firm: _______________________________________________________________

Signature: _____________________________________________________________________

Name Typed: _________________________________________________________________

Title: _______________________________________________________________________

Firm Address: __________________________________________________________________

City: ___________________ State: _______ ZIP Code: ___________

Phone Number: ___________________ FAX Number: _______________________

S.S. or Fed ID# _______________________________________________________________

SPIN Number ___________________ QISV Number ___________________
Vendor must submit a minimum of three (3) references (preferably educational references) of existing customers utilizing Category 1 – Data Transmission Services and/or Internet Access (within Texas) requested on this RFP, and specify the length of service for each.
Texas Education Code, Section 44.034, Notification of Criminal History Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge:

Vendor’s Name:

Authorized Company Official’s, Name
(printed):

Please check off one box and sign the form in the appropriate space(s)

☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable
☐ My firm is NOT owned NOR operated by anyone who has been convicted of a felony.
☐ My firm IS owned or operated by the following individual(s) who has/ have been convicted of a felony

Name of Felon(s):

Details of Conviction:

Signature of Company Official:

Date:
PROPOSER’S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS

COUNTY OF SAN PATRICIO

Affiant, _____________________________________ being first duly sworn, deposes:

By submission of this proposal, the undersigned certifies that:

(1) Affiant does neither the proposer nor any of proposer’s officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contact or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to SISD or any of its officials or employees, any of the terms or provisions set forth in their request for proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not, attempt to lobby, directly or indirectly, the Sinton Independent School District Board of Trustees between proposal submission date and award by the Sinton Independent School District Board of Trustees.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Sinton Independent School District.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf.

_______________________________________________________________________
Signature/Title ______________________________________
Printed Name ______________________________________
Company Name ______________________________________
Date: ___________________
SINTON INDEPENDENT SCHOOL DISTRICT
322 S. Archer - Sinton, Texas 78387

HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify, and save whole and harmless, Sinton Independent School District and all of its officers, agents and employees from and against all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of any agent, employee, subcontractor or supplier of Contractor in the execution or performance of this contract.

The Contractor shall also defend and indemnify the Sinton Independent School District against claim by any subcontractor, supplier, material man or mechanic for payment of work or materials provided on behalf of the Contractor in the performance of the services and all such claimants shall look solely to Contractor and not Sinton Independent School District for satisfaction of such claims.

This hold harmless agreement shall be binding upon the undersigned and his heirs and assigns.

Dated this _________________ day of ________________________, 2021

_________________________________  
(Signature)

_________________________________  
(Printed Name)