Montrose County School District RE-1J
RFP (REQUEST FOR PROPOSAL)
E-rate Internet Access
Montrose County School District RE-1J
930 Colorado Avenue
Montrose, Colorado 81401

The Technology Department, Montrose County School District RE-1J, Montrose, Colorado, will receive sealed bids for

Internet Access

in the Montrose County School District, Montrose, Colorado to be received **no later than March 10, 2013 at 3:30 p.m. MST** in the Technology Department Office, 930 Colorado Avenue, Montrose, CO 81401. Bids should be marked on the outside of the envelope **"Internet Access"** Mandatory specifications are enclosed. Please return quotations on the enclosed forms and placed in an envelope. Complete all information requested on these forms. Bids may not be e-mailed no exceptions.

It is imperative that the additional documentation requested in this bid solicitation be included so that your bid may be equitably evaluated. All quotes offered on this bid solicitation should include delivery charges and should be quoted F.O.B. delivered to the schools as noted at the addresses indicated on the attachments. Please respond according to the quantities requested.

Please be sure to indicate any items that do not meet the written specifications and attach literature and specification sheets for the equipment that your firm is offering. Please be advised that equipment may be required for further examination or demonstration prior to the awarding of the bid. Quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the specifications on this bid, please contact Chad Nutter, Montrose County School District, Montrose, CO, telephone (970) 252-7910.

Montrose County School District RE-1J reserves the right to reject any and all bids without recourse from the vendor. If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of equipment please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address to Chad Nutter, Montrose County School District RE-1J.

STANDARD TERMS & CONDITIONS

Montrose County School District RE-1J

1. SCOPE:

The following terms and conditions shall prevail unless otherwise modified by Montrose County School District RE-1J within this bid document. Montrose County School District RE-1J reserves the right to reject any bid which takes exception to these terms and conditions. 2. DEFINITIONS AS USED HEREIN:

The term "bid request" means a solicitation of a formal sealed bid.

The term "bid" means the price offered by the bidder.

The term "bidder" means the offerer or vendor.

The term "MCSD" means Montrose County School District RE-1J.

The term "Board of Education" or "BOE" means the governing body of Montrose County School District RE-1J.

3. COMPLETING BID:

Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.

4. CONFIDENTIALITY OF BID INFORMATION:

Each bid must be sealed and submitted in or under cover of an envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Colorado Open Records Act.

5. ACCURACY OF BID:

Each bid is publicly opened and is made part of the public record of MCSD. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.

6. SUBMISSION OF BID:

Bids are to be sealed and submitted to the MCSD Technology Office, 930 Colorado Avenue, Montrose, CO 81401, prior to the date and time indicated on the cover sheet. They may be emailed to Chad.Nutter@mcsd.org as well, but not to the exclusion of a mailed hard copy bid.

ADDENDA:

All changes in connection with this bid will be issued by the Technology Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.

8. LATE BIDS AND MODIFICATION OR WITHDRAWALS:

Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

9. BIDS BINDING:

All bids submitted shall be binding upon the bidder if accepted by MCSD within sixty (60) calendar days after the bid opening.

10. EQUIVALENT BIDS:

When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.

11. NEW MATERIALS, SUPPLIES AR EQUIPMENT:

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered. 12. WARRANTY:

Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to MCSD by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.

13. METHOD OF AWARD AND NOTIFICATION:

Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of MCSD.

14. MCSD RIGHT TO REJECT:

Reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of MCSD.

- 15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by MCSD of a Purchase Order or other contractual document.
- 16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.

17. DAMAGED AND/OR LATE SHIPMENTS:

MCSD has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify MCSD Technology office of any late or delayed shipments. MCSD reserves the right to cancel all or any part of an order if the shipment is not made as promised. 18. CREDIT TERMS:

Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

19. SELLER'S INVOICE:

Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

20. TAX EXEMPT:

MCSD is exempt from Federal, State and local taxes. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Colorado.

21. SAFETY:

All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal. State and/or local safety or environmental codes.

22. DISCLAIMER OR LIABILITY:

MCSD will not hold harmless or indemnify any bidder for any liability whatsoever.

23. HOLD HARMLESS:

The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

24. LAW GOVERNING:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Colorado.

25. ANTI-DISCRIMINATION Clause:

No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

SPECIAL TERMS AND CONDITIONS

1. Performance Bond

• 1.1 If applicable, for services provided, the successful bidder shall furnish a performance bond in an amount equal to one hundred percent (100%) of the awarded contract. This bond shall be for any one group of items or all groups of items, as awarded by the Board of Education. Bond shall be payable to the Board of Education, Montrose County School District RE-1J, and I be issued by a surety company authorized to do business in the State of Colorado. Successful bidders who fail to provide the performance bond shall be in default and shall forfeit to the Board of Education, Montrose County School District RE-1J, bid guarantee as compensation for expenses incurred. Performance Bonds are required for the protection of Montrose County School District RE-1J and its taxpayers against failure of the contractor to complete a contract. In the event that a contractor fails to perform or abandons a contract, the Board of Education shall the contract completed as expeditiously as necessary and possible and shall bring action against the bond for additional expenses incurred and administrative expended. All bids shall be accompanied by an acceptable bid bond or certified cashier's check drawn on a local bank, payable to the Treasurer, Board of Education, for an amount not less than five percent of the total amount of the bid. This is a requirement to be considered in this bid award. The bid security shall me the property of the Board of Education as liquidated damages in the event the successful bidder fails to execute and deliver a contract within five days after he/she receives notice of acceptance of his/her bid by the Board of Education.

2. Preparation of Proposals

- 2.1 Montrose County School District RE-1J requires that deviations from these specifications shall be clearly noted. Adequate information must be provided to allow Montrose County School District RE-1J to evaluate any and all exceptions or alternates. However, deviations from these specifications may be grounds for the rejection of the bid.
- 2.2 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Colorado or United States law.
- 2.3 Bidders shall hold their price firm and subject to acceptance by Montrose County School District RE-1J for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.
- 2.4 Montrose County School District RE-1J will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.
- 2.5 Montrose County School District RE-1J's Technology Department will not accept telegraphic or electronically transmitted bids.
- 2.6 All submissions become the property of the District and will not be returned to the bidder.
- 2.7 In case of error in the extension of prices on the proposal, the unit price will govern. Unit prices shown must be net.
- 2.8 Signed qualifications/proposal sheets and all proposal price sheets on which you have offered pricing must be returned for your proposal to be considered.

3. Commercial Warranty/Manufacturer's Recommendations

- 3.1 The comprehensive parts and labor warranty on this equipment shall commence on the date of completed installation and initial start-up of said.
- 3.2 The bidder agrees that supplies, equipment or services furnished under the resultant purchase order and/or contract issued by Montrose County School District RE-1J, shall be covered by the most favorable commercial warranties the propose gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of the District upon delivery of said items and all rights and remedies stated in the warranties must be honored by the contractor or his manufacturer.

4. Tax Exempt Status

• 4.1 Public schools are exempted from state sales tax. Tax exemption certificates will be issued upon request.

5. Insurance Coverage

- 5.1 The successful bidder, prior to commencing work on this project, shall provide the Clerk of the Board, copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible company, licensed in the state of Colorado and approved by the School District.
- 5.1.1 The bidder shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Colorado Workmen Compensation laws.
- 5.1.2 The bidder shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits of not less than \$500,000.00 for single occurrence or accident, which shall protect the bidder, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in moving equipment or materials to or from the site.
- 5.1.3 The bidder shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$250,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the bidder to facilitate the performance of the bid.
- The insurance certificates required by the successful bidder shall provide that they cannot be cancelled or modified without thirty (30) days written advanced notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid, and shall name the School District as an additional insured party.
- 5.3 The successful vendor will be required to indemnify and hold the District harmless from suites or actions of any kind, including Worker's Compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from acts of the vendor or his/her agents. The successful vendor will furnish insurance for Worker's Compensation as required by law and shall likewise furnish certificates that it carries liability insurance with limits not less than \$500,000.00 bodily injury and \$500,000.00 property damage, unless greater amounts are specified.

6. Award and Purchase

- 6.1 The purchase order/contract will be awarded to the firm submitting the best responsible proposal complying with the requirements of the bid solicitation, provided the qualifications/bid is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The decision regarding the acceptability of any firm's qualifications/bid shall remain entirely with the District. The criteria for making this judgment will include but is not limited to price, demonstrated capability and general responsiveness to the bid.
- 6.2 The District hereby notifies all prospers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color or national origin in consideration of an award. Proposer hereby agrees that should proposer be awarded this contract, proposer will not discriminate against any person who performs work there under because of race, religion, color, sex national origin or ancestry.
- 6.3 The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District to accept any item or groups of items in the proposal, as may be in the best interest of the District.
- 6.4 Montrose County School District RE-1J will be the sole judge with respect to the evaluation of proposals. The firm that best meets the conditions of each of the individual criteria will be awarded the contract.
- 6.5 Demonstrated capability based on the required information as to the experience the individuals/firm that will be providing the service and your firm's past experience, as indicated by the reference submittals.
- 6.6 The Board of Education reserves the right to determine if bid products are equivalent to specified products.

7. Damages

• 7.1 Montrose County School District RE-1Jreserves the right, in case of bidder default, to procure the articles or services from other sources, and hold the defaulting contractor responsible for any excess costs occasioned thereby.

8. MCSD Representatives

- 8.1 Questions concerning the proposal process, acceptance and approval of proposals and purchase order information relative to this proposal package should be directed to: Chad Nutter, (970)252-7910.
- 8.2 Questions concerning the technical specifications relative to this proposal package should be directed to: Chad Nutter, (970)252-7910.

9. Contract Period

• 9.1 Contract will begin on July 1, 2014 thru June 30, 2015. Provide costs that can be held firm through these dates.

10. Vendor Representative

• 10.1 Successful proposers shall appoint, by name, a company representative who shall be responsible for servicing the contract resulting from the award of the invitation to bid. The appointed representative shall be responsible for functions as necessary to insure that the contract will be maintained in a professional manner.

11. Contractual Provisions

• 11.1 The contents of this request for quotation submissions, as appropriate, become part of the final contract.

12. Inspection and Cooperation

• 12.1 All work shall be done under the inspection of and to the satisfaction of Chad Nutter, and/or his designee.

13. Subcontracting

- 13.1 Respondents must be recognized dealers with the ability to maintain and repair network equipment within their own facilities. Subcontracting will not be allowed without the express written consent and knowledge of the Montrose County School District RE-1J. National manufacturers/distributors may bid using local authorized factory maintenance dealers to perform maintenance, installation and service.
- 13.2 The contract that will be derived from this bid request shall not be sublet, except with the written consent of the Director of Technology. This is inclusive of the maintenance requirements of this contract. No such consent shall be construed as making the school district a party to such subcontractor. No subcontract shall under circumstances relieve the Contractor of his/her liability and obligation under this contract, and all transactions with the school district acting through its Director of
- Technology must be through the bidding contractor.

14. Transfer of Ownership

• 14.1 The equipment delivered under this proposal shall remain the property of the seller.

15. Equipment Requirements

- 15.1 Any units that your firm would offer on this portion of the bid shall be subject to the configuration requirements and manufacturers listed as a part of these written specifications.
- 15.2 Where brand names are stated, no substitution is allowed without prior approval.
- 15.3 The comprehensive parts and labor warranty on this equipment shall commence on the date of completed installation and initial start-up of said.
- 15.4 Vendor shall provide a maximum twenty-four hour response time to maintenance calls on the equipment to be supplied. Failure to respond within the required timeline will empower MCSD Technology & Information Services staff to respond to the call and make the necessary adjustments/repairs. These costs will then be billable by the District to the equipment provider for failure to comply with the terms and conditions of the contract.
- 15.5 All cartons which will be delivered as a result of this contract and all subsequent purchase orders issued against this contract shall bear the purchase order number issued by Montrose County School District RE-1Jon the outside of the packaging. This number shall be clearly marked and large enough to be clearly recognizable.
- 15.6 While the initial shipment destinations will be identified in this bid document, any subsequent orders issued as a result of this contract beyond the original requirements of this bid document will require the successful vendor to ship directly to the requested destination on the purchase order. All shipments will be to destinations within the boundaries of Montrose County, in the State of Colorado. Any additional shipments will be at the contracted price. No additional charges will be assumed by the District for ship destinations not named in this document.
- 15.7 The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware and software products delivered under this contract, individually and in combination, upon installation. This warranty includes all embedded microchips relating to calendar dates and events and to random numbers generated based on dates. Fault-free performance includes the manipulation of data with dates prior to, through, and beyond January 1, 2000, and shall be

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• 15.8 Equipment ordered on the contract resulting from this invitation to bid may be ordered in quantities less than specified in this document and may be ordered at various times and in various quantities as required. Equipment may be ordered over the term of the contract.

16. Contractor Understandings and Obligations

- 16.1 Contractors should understand that the issuance of this invitation to bid does not create any obligation on the part of Montrose County School District RE-1J to enter into any contract or undertake any financial obligations with respect to the project referred to herein. There will be a public opening for the proposals received, and there will be not discussions with Contractors except for the purpose of clarifications of a proposal until the evaluation of the proposals has been completed.
- 16.2 Montrose County School District reserves the right to purchase or not purchase individual sections of the Contractor proposals, and to purchase or not purchase sections of the bid document.
- 16.3 Contactor shall be obligated to exercise the highest standard of care in performing its obligations. Contractor shall demonstrate to Montrose County School District's satisfaction that it is of sound financial condition.
- 16.4 Proposers are expected to examine any bid documents, specifications, or other requirements, schedules and instructions included in the proposal package. Failure to do so will be at the proposer's risk.
- 16.5 Contractor shall carry Professional Liability Insurance (\$1,000,000.00 as a minimum).
- 16.6 All work shall be performed in a thorough manner according to the highest standards of care within the industry and shall be subject to inspection and acceptance by the Montrose County School District.
- 16.7 The successful contractor shall give notices to authorities and shall comply with all federal, state, local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work required. The contractor shall also obtain all permits and licenses required for the performance of work under this contract. The contractor shall perform all work in accordance with applicable permits and licenses.
- 16.8 Prior to starting the installation, the assigned installation supervisor or lead technician, shall participate in walk-through of the sites with the Montrose County School District representatives to review and verify the installation locations and install methods

E-RATE EQUIPMENT SPECIFICATIONS

Goals

The Montrose County School District is seeking a solution to provide internet access. The service will be brought into and ran from our Exceptional Student Services Building 930 Colorado Avenue, Montrose Colorado 81401. The internet connection will need to be at least 200mb at a minimum. The service provider will need to be able to scale it to 300mb for future use if needed. Pricing should be included for both the minimum 200mb and the 300mb speed. I also need 30 routable public IP address.

The District currently has:

Summary -

- Number of students 6,500
- Number of buildings 13
- Entity making the request–Montrose County School District RE-1J (MCSD)
- Number of PC's 2300
- Type of cabling to each building—Cat 5, Cat 5E, Cat 6 inside wiring

General Conditions

Conditions that will be necessary for a vendor to meet as part of the RFP process:

- 1. Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The successful bidder agrees to receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Fund ("USF"), and/or its agents, the National Exchange Carrier Associations ("NECA"), and/or the Schools and Libraries Corporation ("SLC"). Montrose County School District and successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive bidding requirements contained in 47 C.F.R. #54.504.
- 2. Contract will begin July 1, 2014 thru June 30, 2015.

- Please provide a list of references and credentials that demonstrate your proven background and expertise in this area. Financials must be submitted in order to ascertain financial ability to adequately manage a project of this nature.
- The extent of this RFP is for broadband wide area networking at selected school and administration buildings.
- Services that will also be required such as: staging, installation, monitoring, performance monitoring, and dispatch services should also be included.
- Not all equipment and/or services are E-Rate eligible. Vendors should indicate which products and/or services are E-Rate eligible.
- Vendors may respond to all or selected portions of this RFP. Montrose County School District RE-1J maintains the right to award either the entire RFP to a single vendor or to award portions of the RFP to multiple vendors in order to ensure the best value for the school district.

Summary Description of Needs or Services

A. Major components needed as part of the request.

- 1. Internet Access engineering and design, including geographical surveys, designs, procurement, and configuration. All necessary permits must also be obtained by the proposer.
- 2. Fiber connection from antenna and transmitter/receiver unit to telecommunications closet.
- 3. All equipment necessary for internet access data communications, including all endpoint electronics.
- 4. Verification of connectivity shall be available to the district's technical staff.

B. Connectivity Management

- The network must be monitored 24 hours per day, 7 days per week.
- Network performance monitoring tools should be available to the technical staff.

C. Maintenance

- Customer help desk support must be available 24 hours per day, 7 days per week.
- Complete onsite maintenance and support, 4 hour response time, 8 am 5 pm, Monday Friday.

D. Training

• Adequate and appropriate onsite training on equipment operation for the district technical staff shall be included in the proposal.

Proposal Requirements

The following is a list of requirements that must be met:

- 1. Warranty on equipment.
- 2. Initial technical support.
- 3. Site survey may be requested to determine wireless network solution

Invitation

- RFP will be due: March 10, 2014, 3:30 pm MST. Submissions received after this deadline will be disqualified. If possible, please submit responses 10 days prior to bid closing to allow for review by appropriate parties. They may be emailed to Chad.Nutter@mcsd.org as well, but not to the exclusion of a mailed hard copy bid.
- There will be no vendor conference.
- Main Contact is Chad Nutter, 970-252-7910.
- Please submit RFP to:

Attn:

Chad Nutter Board of Education 930 Colorado Avenue Montrose, CO 81401

Itemize below equipment and/or services which will be required to complete the scope of work outlined in this invitation to bid (be sure to itemize by the items which are E-Rate eligible and which are not):

Total

	MS ON WHICH PRICES ARE QUOTE	ADDENDUM AND INFORMATION CONTAINED HEREIN D IN ACCORDANCE WITH ALL TERMS AND TIONS.
BY: TITLE: PHONE:	DATE: _ FIRM:	- - -