

Request for
Proposal:
Internet Service

**MABANK INDEPENDENT SCHOOL
DISTRICT**



SCOPE OF WORK:

The Mabank Independent School District (MISD) is accepting competitive sealed proposals (RFP) from qualified Local Internet Access service providers to provide Internet Access services. The purpose of this competitive sealed proposal is to provide a standard from which to evaluate your company's Internet Access services as they compare to other providers and as they pertain to the needs of our school district as defined in this document. Due to the increased utilization of the Internet by students, staff, and administration, this RFP is a request for a minimum of 500Mbps/maximum of 1000Mbps Internet Access port and fiber optic based transport from the service providers point of presence to Mabank ISD locations as specified in Pricing Tables "A". This RFP does not include any cabling or wiring modifications beyond the service providers point of demarcation. The district requires this service to be installed and available for service on **July 1, 2017**.

SPECIFIC TERMS AND CONDITIONS:

1. This contract may be awarded to one vendor as determined to provide the best value to Mabank ISD. Mabank ISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.
2. **Length of Contract:** All agreements executed as a result of the responses to this RFP shall be for a one-year (1) agreement between the District and the provider with four (4) successive one (1) year voluntary extensions, **OR** a three-year(3) agreement with two(2) successive one (1) year voluntary extensions, based on the long-range needs of the District and mutual consent of both parties. The term of this contract shall not exceed five (5) years total including one year extensions.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
4. Final evaluation of this bid will be based on the Texas Educational Code 44.031 (b). Evaluation of pricing will be based on Unit Price value to be submitted on the "PRICING SHEET".

Evaluation Criteria	Point Value
Purchase Price	30
Reputation of the vendor and vendor's goods or services	12
Quality of the vendor's goods or services	10
Extent to which the goods or services meet the district's needs	10
Vendor's past relationship with the district	10
Impact of district's compliance with laws and rules relating to Historically Underutilized Businesses	1
Total long-term cost to the district	12
Other relevant factors specifically listed in this RFP including, but not limited to: Service Level Agreement – 5 Points Proposed Implementation Plan – 5 Points Local Service and Support Team – 5 Points	15
Total Points	100

5. **Timetable:**

Release RFP	January 18, 2017
Deadline for Questions	February 10th , 2017 - 12:00 p.m. (Noon)
Respond to Questions by	February 17th, 2017 – 11:59 p.m.
Deadline for Submittal of Proposal	February 24th, 2017 - 2:00 p.m.
Contract Start Date	July 1, 2017

6. **Communications:** All questions received and the corresponding answers will be distributed to all bidders. **No verbal responses will be provided.** The deadline for questions about this proposal will be 12:00 p.m. (noon), February 10th, 2017. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, companies supplying quotations should email jkhyde@mabankisd.net to answer any and all questions. Response to questions will be posted in the form of an addendum to this RFP on the MISD website, by 11:59 P.M. on February 17th, 2017. **The vendors will be responsible for checking the website for any posted addenda.**

All vendor communications must be directed in writing to:

J.K. Hyde
C/O Mabank Independent School District
310 E. Market St.
Mabank, Texas 75147
Telephone: 903-880-1300 ext 9011

Deadline for Submittal: We must receive your response to this RFP by 2:00 p.m. on February 24th, 2017 at Mabank ISD Admin Office, 310 E. Market St. Mabank, Texas 75147. Proposals received after this time and date will not be considered. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. The time and date recorded in the Purchasing Office shall be the official time of receipt. The District will not accept fax proposals.

7. **Proposal Submittal:** One original and two (2) copies of the proposal must be sealed in an envelope clearly marked on the outside: **RFP – Internet Access Service**
Due: February 24th, 2017
Time: 2:00 P.M. CST
8. **Acceptance:** MISD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined “Best Value for the District.”
9. Contract shall be put into effect by means of a purchase order(s) executed by the District after proposal has been awarded by the Mabank ISD Board of Trustees.
11. **If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.**
12. Transfer of contract by vendor is prohibited.
13. All invoices must be submitted to Mabank ISD's Billing address:
- Mabank ISD
Attn: Accounts Payable
310 E. Market Street
Mabank TX, 75147
- If your company uses any other billing address, Mabank ISD will not be responsible for late payments, service charges, etc. MISD's purchase order number must be referenced on the invoice.
14. The Mabank ISD reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.

15. **References:** Please provide three (3) references, preferably from similar sized school districts in the Mabank area (60 mile radius), who have used your services within the last three years. Additional references may be required.

A. _____
 School District Contact Person

Address Telephone #

B. _____
 School District Contact Person

Address Telephone #

C. _____
 School District Contact Person

Address Telephone #

16. **INSURANCE:** Copies of the successful contractor's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurance Requirements:

Limits:

A.	General Liability	General Aggregate	\$1,000,000
		Products - Comp/or Agg.	\$1,000,000
	Commercial General Liability	Personal & Adv. Injury	\$1,000,000
	Claims Made Occur.	Each Occurrence	\$1,000,000
	Owner's & Contractor's Prot.	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one person)	\$ 5,000
B.	Automobile liability	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury	
	All Owned Autos	(per person)	
	Scheduled Autos	Bodily Injury	
	Hired Autos	(per accident)	
	Non-Owned Autos	Property Damage	
	Garage Liability		
C.	Umbrella form - Excess liability		
	State the limits that your company carries. _____		
D.	Worker's Compensation	Statutory	
	and	Each Accident	\$ 500,000
	Employers' Liability	Disease - Policy Limit	\$ 500,000
	Disease - Each Employee		\$ 500,000

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Mabank ISD.
2. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.

3. The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
4. The selected bidder will be required to supply an insurance certificate naming Mabank Independent School District as an additional insured.

SPECIFICATIONS:

1. For comparisons, the bidder must submit the service providers best pricing plan on the service pricing sheets.
2. Service provider must include any taxes, surcharges, fees, and any other costs inclusive of construction charges on the pricing sheet.
3. Billing cycle will begin on the first day of the month and end on the the last day of the month. Bill will be received no later than seven (7) business days after the end of the month. Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.
4. A portion of the payment for this contract will come from the School and Libraries Program (SLD) administered by the Universal Service Administrative Company (USAC). MISD is eligible for a certain percentage of discount, to be verified by the SLD. MISD has historically utilized the Billed Entity Applicant Reimbursement (BEAR) Form (FORM 472) for reimbursement from the School and Libraries Program (SLD). The contracted service provider shall acknowledge acceptance of this process. The contracted service provider further agrees to provide MISD with the signed and dated page 4 of the BEAR Form (or on-line certification) within 7 calendar days of submission to the designated individual and/or department responsible for signature thereof (or successful submission of the on-line BEAR form). Contracted service provider further agrees to fully cooperate with the district in the event the district elects to convert to the service provider invoice method during the term of the contract.
5. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service providers responding to this RFP must be currently registered with the SLD and provide valid SPIN identification in the proposal response. For more information, visit the Schools and Libraries Division Website at: www.sl.universalservice.org
6. Service Provider further agrees to submit the "Service Provider Annual Certification" Form for the forthcoming funding year prior to the beginning of the forthcoming funding year.
7. Service Provider shall provide the Service Provider Identification Number (SPIN) as assigned by the SLD within the response to this RFP.
8. Bidder agrees to resolve within 60 calendars days any formal written billing dispute provided either electronically, or via the United States Postal Service with return receipt requested. Bidder shall provide the mailing address for formal billing disputes within the response. Bidder shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice-President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days, bidder agrees to issue a credit to service providers bill to MISD's. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event service provider does not provide the credit requested, MISD shall subtract said credit from the next month's bill. Service provider agrees and accepts that any late payment fees associated with this process shall be waived by service provider without demand.
9. Mabank ISD requires that each service provider prepare a **separate exceptions page** listing ALL exceptions to the specifications within this RFP. Prepare a separate RFP exceptions page even if your company is not listing any exceptions to the specifications within this RFP and notate accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.
10. Provide access to customer support on a 7 x 24 x 365 basis.
11. List any additional non-recurring and monthly recurring charges for IP addresses.
12. List any additional non-recurring and monthly recurring charges for Domain Name Service.

QUESTIONAIRE

1. Provide a list of customer service support telephone number(s).
2. Define your policy, procedures, and cost for IP addresses..
3. Define your Domain Name Service policy and procedures.
4. Describe your peering arrangement with other National Internet IP Backbone Networks.
5. Include a map of your Internet Backbone Network.
6. Provide a copy of your Internet Service Contract.
7. Provide a copy of your Service Level Agreement with your proposal.
8. Will you include Internet Access Usage Reports at no additional cost to the customer?
9. Describe the level of redundancy within your Internet Access network service offering (Local, Regional, and National).
10. Does your service include Firewall Services? If yes, provide a summary of the Firewall Services included within your monthly cost? If no, provide a separate cost for Firewall Services.

PRICING SHEET

SECTION I – SERVICE PRICING SHEET

Service Cost Details

Vendors shall propose Services for a one (1), three (3), and five (5) year service agreements.

Table A:

Internet Access Port, Transport, Router, and Maintenance of Router (Transport is from Service Providers Point-Of Presence to Mabank Independent School District, Administration Office , 310 E. Market Street, Mabank, Texas 75147)				
Bandwidth	Non-Recurring Charge	Monthly Fee One Year Agreement	Monthly Fee Three Year Agreement	Monthly Fee Five Year Agreement
500 Mbps				
600 Mbps				
700 Mbps				
800 Mbps				
900 Mbps				
1000 Mbps				
Router Rental				
30 IP Addresses minimum				

List any and all Taxes, Fees, Surcharges, and Construction Charges not included in Table A

EXCEPTIONS: