

Mabank Independent School District
310 E. Market Street
Mabank, Texas 75147
(903) 880-1300

NOTICE TO PROPOSERS

Sealed proposals addressed to the Mabank Independent School District, Attention: Brenda Rodriguez, Chief Financial Officer, 310 East Market Street, Mabank, Texas 75147; will be received in the Business Office until:

2:00 pm, Friday, February 26, 2021

for

Leased Lit Fiber for Wide Area Network Service

Proposals will be publicly opened immediately following the deadline for receiving the proposals in the Mabank Independent School District Business Office at the above address. For information and specifications, see www.mabankisd.net.

PROPOSAL ENVELOPES SHALL BE PLAINLY MARKED:

Request Proposal For
Wide Area Network Service

Do Not Open Until
February 26, 2021

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified. In order for proposals to be accepted by the Mabank Independent School District, they must be returned as specified.

The Mabank Independent School District reserves the right to reject any/or all proposals and to accept any proposal deemed most advantageous to the Mabank Independent School District and to waive any formalities.

Brenda Rodriguez
Chief Financial Officer

SCOPE OF WORK:

The Mabank Independent School District (MISD) is accepting competitive sealed proposals (RFP) from qualified telecommunication service providers to provide a 1Gbps fiber optic ethernet wide area network service. The purpose of this competitive sealed proposal is to provide a standard from which to evaluate your company's telecommunications service as they compare to other providers and as they pertain to the needs of our school district as defined in this document. Mabank ISD currently has fiber optic gigabit ethernet circuits connected to facilities within the district. The existing agreement for these services terminates on/about June 30, 2021. Therefore, the district is requesting pricing for fiber optic ethernet circuits to be terminated at the district facilities at the address and bandwidth as specified in "Section 1- Pricing Sheet". The gigabit ethernet circuits are currently routed thru the service provider's network and delivered via fiber optic ethernet circuits that terminate to each site. The district is requesting firm pricing for a single **dedicated 1Gbps fiber optic ethernet circuit** between each site identified in "Section 1- Pricing Sheet". Service Providers shall also provide pricing on One (1) 5Gbps fiber optic ethernet circuit, and one (1) 10Gbps fiber optic ethernet circuits to each location in Attachment "A" in tables A,B, and C. The Service Provider shall be responsible for all cost to deliver, install, and terminate the fiber optic ethernet circuit at the main distribution frame at each facility as defined by Mabank ISD. Mabank ISD and Vendor mutually agree that additional sites may be added to the agreement during the term of the agreement, or any subsequent voluntary extension to the original agreement to accommodate the continued growth of Mabank Independent School District.

SPECIFIC TERMS AND CONDITIONS:

1. This contract will be awarded to one vendor as determined to provide the best value to Mabank Independent School District as determined by the district. Mabank Independent School District 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:** The contract executed between the successful vendor and Mabank Independent School District shall be a minimum of a Five (5) year agreement between the District and Vendor. The district may consider voluntary one year contract extensions with the ***mutual consent*** of both parties after the initial term agreement.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications incorporated within the resulting contract.
4. Final evaluation of this bid will be based on the Texas Educational Code 44.031 (b) per item #14 of the General Conditions. Evaluation of pricing will be based on Unit Price value to be submitted on the "PRICING SHEET".

Evaluation Criteria	Point Value
Purchase Price	30
Extent to which the goods or services meet the district's needs	20
Reputation of the vendor and vendor's goods or services	15
Other relevant factors specifically listed in this RFP	15
Quality of the vendor's goods or services	10
Total long-term cost to the district	10
Total Points	100

5. **Timetable:**
- | | |
|--|------------------------------------|
| Release RFP | January 29, 2021 |
| Deadline for Questions | February 5, 2021 12:00 p.m. (Noon) |
| Respond to Questions by | February 12, 2021 11:59 p.m. |
| Deadline for Submittal of Proposal | February 26, 2021 2:00 p.m. |
| Recommendation/Contract Award to Board | February/March |
| Board Approval | February/March |
| Service Start Date | July 1,2021 |
6. **Pre-Bid Meeting:** No pre-bid meeting will be held.

7. **Communications:** All questions received and the corresponding answers will be distributed to all bidders.
8. **No verbal responses will be provided.** The deadline for questions about this proposal will be 12:00 p.m. (noon), February 5 2021. 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 J.K. Hyde at 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 Purchasing website <http://www.Mabankisd.net> by 11:59 P.M. on February 12, 2021. **The vendors will be responsible for checking the website for any posted addenda.**

All vendor questions must be directed in writing to:

J.K. Hyde, Technology Director
Mabank ISD Administration Office
310 E. Market St
Mabank , TX 75147
Email: jkhyde@mabankisd.net

9. **Deadline for Submittal:** We must receive your response to this RFP by 2:00 p.m. on February 26, 2021.
10. **Proposal Submittal:** Vendor will deliver by hand or by mail, one (1) original proposal and one (1) copy sealed in an envelope marked clearly "Wide Area Network", and one (1) electronic response via a flash drive to:

Brenda Rodriguez , Chief Financial Officer
Mabank ISD Administration Office
310 E. Market St
Mabank , TX 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.**

11. **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."
12. Contract shall be put into effect by means of a contract and/or purchase order(s) executed by the District after the proposal has been awarded by the Mabank Independent School District Board of Trustees..
12. If the District fails to appropriate funds to provide for the services provided under this RFP and subsequent 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.

13. Transfer of contract by vendor is prohibited without written consent from Mabank ISD.

14. All invoices must be submitted to Mabank ISD's Billing address:

Mabank ISD
Attn: Accounts Payable
310 E. Market St
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.

15. The Mabank Independent School District reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.

16. **References:** Please provide three (3) references from school districts, who have used your services within the last three years. Additional references may be requested.

A. _____
School District Contact Person

Address Telephone #

B. _____
School District Contact Person

Address Telephone #

C. _____
School District Contact Person

Address Telephone #

17. **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.

****You are required to submit a certificate of insurance for the above insurance requirements with your bid. ****

****Item #2,3,4 (above) shall be required of the successful vendor/s only.****

SPECIFICATIONS:

1. For comparisons, the bidder must submit the service providers lowest corresponding pricing plan on the service pricing sheets listed below based upon the district locations specified in "Section 1 Pricing Sheet".
2. Service provider must include any taxes, surcharges, fees, installation cost, **and any other costs inclusive of construction charges on the pricing sheet. Vendors whom do not provide this information, even if the amount is an estimate based upon current applicable taxes, surcharges, or fees, may be disqualified, and/or Mabank ISD will not be liable for these charges.**
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 be funded by 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. Service Provider agrees to provide any service provider federal e-rate data gathering forms prepopulated with billed telephone numbers and working telephone numbers for the districts review and certification. Specifically, vendors acknowledges and will comply with paragraph 237 of the Seventh Report and Order, WC Docket No. 13-184.
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 and/or e-mail 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. The Vendor shall provide one customer representative and technical service representative to serve as Project Manager(s) during normal business hours (8:00 AM to 5:00 PM) during the first five days of Service operation to provide such assistance to the Mabank ISD district representative as may be required. The customer representative and technical service representative will be on call and immediately available for the remainder of the first month of operation without additional cost to Mabank ISD.
12. Vendor must provide a definition of Major Outage and response time frames. Mabank ISD requires a minimum of a 30 minute acknowledgement to a Major Outage, and a minimum of 1 hour for vendor to begin the trouble shooting process.
13. Vendor must provide a definition of Minor Outage and response time frames. Mabank ISD requires a minimum of a one hour acknowledgement to a Minor Outage, and a minimum of 2 hours for vendor to begin the trouble shooting process.
14. **Vendor must provide a copy of vendor's service level agreement.** The Service Level Agreement shall be included within the final negotiated contractual agreement.

QUESTIONAIRE:

1. Provide a list of customer service support telephone number(s).
2. Provide the wireless telephone numbers for the first line service support supervisor and second line service support supervisor.
3. Provide the address of your local spare parts depot. Local spare parts depot must be within 60 miles of the district's administration building. Confirm the spare parts depot is accessible on a 7 x 24 x 365 basis.
4. Confirm that your company will keep a complete spare parts inventory of the proposed services and equipment at the local spare parts depot.
5. Specify and explain repair and service plans for the proposed service? _____

6. Provide a high level project management document detailing the implementation milestones required to meet the specified service start date.
7. Who will be the contract administrator/point of contact for bidder? _____

8. Provide a Physical Diagram of your proposed service offering. _____

9. Provide a Logical Diagram of your proposed service offering. _____

10. Provide a list or organizational chart of your local service support management and sales team.
11. Can the monthly bill be sent electronically? Yes _____ No _____ Cost for Electronic Billing? _____ Cost for Paper Billing? _____
12. Does your service provide traffic analysis capabilities? _____

13. List the traffic analysis reports available. _____

14. In what format are these reports presented? Graphic, numeric or both? Via Website? _____

15. Describe any additional hardware and/ or software required to provide this reporting function. _____

16. What is the cost (if any) of this functionality based on the proposed system configuration. _____

17. Provide documentation providing the method utilized at the Point of Demarcation to “Interconnect” each circuit with customer provided demarcation device? _____

18. Provide a written statement on your pricing methodology for future additions during the term of the agreement. Mabank ISD recognizes a vendor cannot provide pricing without a specific address for the future addition. For the purpose of the RFP response, Assume that a new facility is added during the fifth year of a ten year agreement, and the facility is five miles from the nearest Mabank ISD wide area network hub site.

SECTION I –PRICING SHEET

Vendors shall propose pricing for services as specified in “Section 1-Pricing Sheet”, Tables A, B.C in the pricing sheet below.

Table A: 1,000Mbps

Service Description	Special Construction Charges	INSTALLATION CHARGE	TOTAL MONTHLY RECURRING CHARGES FOR SERVICES
Mabank Admin: 310 E. Market St. Mabank			
Central ES 19119 E. Hwy 175 Mabank			
Southside ES 109 Paschall Blvd Mabank			
Lakeview ES 306 Harbor Point Rd Mabank			
Mabank Intermediate 513 N. Third St Mabank			
Mabank JHS 822 W. Mason Mabank			
Mabank HS 18786 E. Hwy 175 Mabank			

Table B: 5,000Mbps

Service Description	Special Construction Charges	INSTALLATION CHARGE	TOTAL MONTHLY RECURRING CHARGES FOR SERVICES
Mabank Admin: 310 E. Market St. Mabank			
Central ES 19119 E. Hwy 175 Mabank			
Southside ES 109 Paschall Blvd Mabank			
Lakeview ES 306 Harbor Point Rd Mabank			
Mabank Intermediate 513 N. Third St Mabank			
Mabank JHS 822 W. Mason Mabank			
Mabank HS 18786 E. Hwy 175 Mabank			

Table C: 10,000Mbps

Service Description	Special Construction Charges	INSTALLATION CHARGE	TOTAL MONTHLY RECURRING CHARGES FOR SERVICES
Mabank Admin: 310 E. Market St. Mabank			
Central ES 19119 E. Hwy 175 Mabank			
Southside ES 109 Paschall Blvd Mabank			
Lakeview ES 306 Harbor Point Rd Mabank			
Mabank Intermediate 513 N. Third St Mabank			
Mabank JHS 822 W. Mason Mabank			
Mabank HS 18786 E. Hwy 175 Mabank			

Vendor MUST include all Taxes, Fees, Surcharges based upon the current regulatory and/or corporate policy environment. Vendor MUST include ALL Installation charges, Construction Charges, and/or Special Construction charges. Any of the aforementioned cost not included in the pricing will not be paid, and or can result in the disqualification of the RFP response and/or cancellation of any future contract.

EXCEPTIONS