

Shepherd Independent School District

Request for Proposal

RFP FY2017-03

E-Rate Uninterruptible Power Supply (UPS) / Battery
Backup

Internal Connections

Issue Date: January 31, 2017

Due Date: March 14, 2017 – 3:00PM



SHEPHERD INDEPENDENT SCHOOL DISTRICT

1401 South Byrd Avenue
Shepherd, Texas 77371

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Notice to Offeror

Shepherd Independent School District requests proposals for design and recommendation of a solution to provide Uninterruptible Power Supply (UPS) / Battery Backup protection to all network data closets on each the Shepherd Primary School, Shepherd Intermediate School, Shepherd Middle School and Shepherd High School. Equipment lists for each closet will be provided to the vendor. The vendor will make the recommendation of what equipment is needed based on the district equipment to be protected and run-time desired by the district.

All necessary design/engineering costs, equipment, mounting hardware, warranty and maintenance will be filed under Internal Connections for E-Rate Year 2017-2018 from a vendor with a USAC Service Provider Identification Number (SPIN) and who is also a member of a Purchasing Cooperative that Shepherd ISD is a member of.

In order for a proposal to be considered, the References, signed Certification Sheet, Price Sheet, Non-Collusion Statement, Felony Conviction Notification and National Criminal History Certification Form(s), if applicable, must be completed and received **before** the hour and date specified.

In some situations, bidders may be required by the State Ethics Commission to obtain, complete, and file a Conflict of Interest Questionnaire with the District. Instructions are attached.

All prices are to be effective for one (1) year effective July 1, 2017 through June 30, 2018. Proposals must be received on or before March 14, 2017 by 3:00 PM and a selection of proposal shall be no later than March 28, 2017.

Bidder(s) will supply Shepherd ISD Technology Department a 30-day written notice for any increase in price. This notification should be supplied with appropriate documentation supporting the price increase(s). Increases in price shall not be automatically retroactive but will be evaluated if an order is pending. No adjustments in prices proposed will be accepted without prior approval of Shepherd ISD. Invoices with price changes that did not receive prior approval from the District will not be honored. Shepherd ISD reserves the right to re-quote any item if a price increase is significant enough to warrant such action, or in the event of multiple prices increases if such action is deemed to be in the best interest of the District. Re-quoted items would be re-awarded and be subject to all the same terms and conditions of this proposal.

The use of specifications (Material Specifications) by the District is to be considered informative, giving the bidder information as to the minimum requirements of the items requested. Any proposed alternates **MUST MEET OR EXCEED** these requirements in order to be considered. If unsure from description that item to be offered meets or exceeds specifications, it is the bidder's responsibility to further research the specifications listed. The bidder shall note in writing any deviations from specifications and shall submit those changes to the District with the proposal.

General Terms and Conditions

1. Request for proposals shall be submitted via email, mail or hand delivered.
2. Proposals must reach the Technology Department on or before the designated hour of the due date specified on the front page. Failure to submit a proposal on or before the due date may result in rejection of your proposal. Please submit via one of the following methods:
 - Email Delivery: erate@shepherdisd.net
 - Mail Delivery: Proposals must be addressed to:

Shepherd ISD Technology
1401 S. Byrd Avenue
Shepherd, TX 77371
RFP FY2012-01
 - Hand Delivery: Hand delivered proposals must be delivered to the address listed above.
3. Board approval and acceptance of a quoted proposal price results in a binding contract. All proposals must provide goods and services at the price offered and accepted by the Shepherd ISD Board of Trustees. Any failure to provide the goods or services at the price offered to and accepted by the Shepherd ISD Board of Trustees may result in legal action being taken against the successful bidder for break of contract, deceptive trade practices, and all other remedies, legal or otherwise, available to Shepherd ISD.
4. District specifications have been developed to show minimal standards for the products specified. In those instances, where brands are referenced, products equal or exceeding specifications may be offered as alternates.
5. Any and all questions concerning this Request for Proposals must be submitted via electronic mail to the email address provided above no later than two (2) business days prior to the deadline listed above. Inquiries will be responded to in a like manner. Any oral responses made by a Shepherd ISD employee, agent, consultant or any other acting on behalf of Shepherd ISD cannot not be relied upon and are not binding on either party.
6. Shepherd ISD is not responsible for any cost associated with the preparation or presentation of this proposal.
7. Shepherd ISD is exempt from all applicable Federal and State Tax. Tax exempt information will be provided upon request.
8. If at any time the bidder fails to fulfill or abide by the terms, conditions, or specifications of this contract, Shepherd ISD reserves the right to cancel upon 30 days written notification.
9. No proposals may be withdrawn without District approval.
10. The Board of Trustees of Shepherd ISD reserves the right to reject any and all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the District.
11. Payments will be made within 30 days after receipt of original invoice for each shipment completed (where merchandise or service has been received and work completed). Only the company listed on the signed proposal document shall invoice and receive payment for those items. All invoices shall be mailed to: Accounts Payable, 1401 S. Byrd Avenue, Shepherd, Texas 77371.
12. If insurance is required in the Notice to Offerors, a copy of current coverage for General Liability, Workman's Compensation and Employer's Liability with Statutory Limits, Automobile Liability and Excess Liability shall be furnished with the proposal.

13. Bidder(s) shall be required to **furnish a copy** of their current Certificate of Insurance with the response. The awarded bidder will be required to supply an insurance certificate naming Shepherd ISD as an additional insured prior to the confirmation of a purchase order, in the amount of:

General Liability	\$1,000,000 Combined Single Limit
	\$ 500,000 Combined Single Limit Each Occurrence
Business Auto Liability	\$1,000,000 Combined Single Limit Each Occurrence
Workers' Compensation as statutory provisions require in the State of Texas	
Employer's Liability	\$ 500,000 Each Accident
	\$ 500,000 Disease Policy Limit
	\$ 500,000 Disease Each Employee
Excess liability	\$ 500,000 Each Accident
	\$ 500,000 Aggregate

14. The undersigned, by his/her signature, represents that he/she is authorized to bind bidder to fully comply with terms and conditions of this proposal, including all attachments and forms for the amounts shown in this proposal.

CERTIFICATION SHEET

Company: _____		Authorized Signature: _____	
Address: _____		Print Signature: _____	
_____		Title: _____	
Offer Firm Until:	CONTRACT PERIOD	Phone: _____	FAX: _____
Company Website Address: _____		E-Mail Address: _____	
Is the principal place of business located in Texas? <input type="checkbox"/> yes <input type="checkbox"/> no		How many persons are employed in Texas? _____	
TAX ID# REQUIRED: _____			
Billing Address (if different): _____			

Material Specifications

Scope of Work

Shepherd Independent School District requests proposals for design and recommendation of a solution to provide Uninterruptible Power Supply (UPS) / Battery Backup protection to all network data closets on each the Shepherd Primary School, Shepherd Intermediate School, Shepherd Middle School and Shepherd High School. Equipment lists for each closet will be provided to the vendor. The vendor will make the recommendation of what equipment is needed based on the district equipment to be protected and run-time desired by the district.

All necessary design/engineering costs, equipment, mounting hardware, warranty and maintenance will be filed under Internal Connections for E-Rate Year 2017-2018 from a vendor with a USAC Service Provider Identification Number (SPIN) and who is also a member of a Purchasing Cooperative that Shepherd ISD is a member of.

Minimal Technical Requirements

- Minimum 10 minutes of run time per closet based on the district equipment in that closet.
- Online Double conversion system
- Rack-mountable
- Network manageable

Campus Locations

Campus Name	Address	City	State	Zip
Shepherd Primary School	10300 Hwy. 150	Shepherd	TX	77371
Shepherd Intermediate School	420 S. Railroad Avenue	Shepherd	TX	77371
Shepherd Middle School	1401 S. Byrd Ave.	Shepherd	TX	77371
Shepherd High School	1 Pirate Lane	Shepherd	TX	77371

Special Conditions

1. Bidders must have an E-Rate Service Provider Number (SPIN) and have a membership with one of the following purchasing cooperatives: DIR, BuyBoard, Region VI, TXMAS, and TCPN, TIPS/TAPS.
2. Any contract will be contingent upon approval of E-Rate funding and governing board approval after the receipt of the USAC funding commitment decision letter. This proposal will only be funded if approved by USAC and if USAC appropriates the funds. The term of this contract shall be July 1, 2017 through June 30, 2018.
3. Shepherd ISD reserves the right to accept or reject all or any part of any proposal, to waive technicalities and to award items to best serve the interest of the District. Proposers may offer services on all or any portion of this request. This proposal implies no obligation on the part of the District, nor does the District's silence imply acceptance or rejection of any proposal.
4. Contracts may be cancelled by the District upon written notice to the contractor without recourse of the contractor for the contractor's failure to perform or breach of any material provision of this contract.
5. It is understood and agreed that the District reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal, as so modified, and subsequent thereto.
6. All invoicing and billing shall be done as per E-Rate rules and regulations. Service for this proposal begins on or after July 1, 2017 for E-Rate funded purchases.
7. Any questions about this RFP should be submitted to erate@shepherdisd.net. All questions must be submitted by 3:00 PM, Wednesday, February 14, 2017. The 28 day bid/proposal acceptance window will close at 3:00 PM, March 14, 2017. All questions and answers will be posted at the following website: <https://goo.gl/y4XtJP> (this link is case sensitive).
8. In determining the awarded bidder, Shepherd ISD will use the Best Value method to evaluate all proposals. In determining Best Value, Shepherd ISD will consider the following:

Criteria		Weight
Purchase Price to include total long term cost to the District		25 Points
Reputation of the proposer and the proposers goods or services		10 Points
Quality of the proposers goods or services		10 Points
Extent to which the proposers goods or services meet the needs of the District		15 Points
Proposers past relationship with the District		10 Points
Location of proposers principal place of business and field service technicians in relation to the District		15 Points
Warranty and service of the proposer		15 Points
Total		100 Points

References

All proposers shall submit a list of at least three (3) references from companies and/or school districts for which the proposer has provided similar goods and/or services. References should include the company name, contact name, and telephone number. **Proposals submitted without three (3) references may be disqualified from consideration.**

1. Company Name: _____

Contact Name: _____ Phone Number: _____

2. Company Name: _____

Contact Name: _____ Phone Number: _____

3. Company Name: _____

Contact Name: _____ Phone Number: _____

4. Company Name: _____

Contact Name: _____ Phone Number: _____

5. Company Name: _____

Contact Name: _____ Phone Number: _____

Non-Collusion Statement

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this offer as to prices, terms or conditions of this said contract have not been communicated by the undersigned nor by any employee's or agent to any other persons engaged in this type of business prior to the official opening of this proposal.

Bidder _____

Address _____

Phone _____

Fax Number _____

Offeror (Signature) _____

Offeror (Print Name) _____

Position With Company _____

Signature of Company Official

Authorizing This Proposal _____

Company Official

Print Name _____

Company Official

Position _____

Felony Conviction Notification

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.

Bidder's Name: _____

Authorized Company Official's Name (Printed): _____

Please Check the Appropriate Statement:

_____ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

_____ My firm is neither owned nor operated by anyone who has been convicted of a felony.

_____ My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

National Criminal History Certification

(Bidder/Suppliers Employees)

Definitions:

Covered Employees: Employees who have or will have continuing duties related to the services to be performed at Shepherd ISD and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense; (b) an offense for which a defendant is required to register as a sex offender; or (c) and equivalent offense under federal law or the laws of another state.

On behalf of _____ (“Bidder/Supplier”), I certify that (check one):

_____ None of Supplier’s employees are covered employees, as defined above. If this box is checked, I further certify that Supplier has taken precautions or imposed conditions to ensure that Supplier’s employees will not become covered employees. Supplier will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

_____ Some or all of Suppliers employees are covered employees. If this box is checked, I further certify that:

1. Supplier has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Supplier receives information that a covered employee subsequently has a reported criminal history, Supplier will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
3. Upon request, Supplier will provide the District with the name and any other requested information or covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Supplier agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

Conflict of Interest Questionnaire

Texas Local Government Code Chapter 176.003 requires vendors (or their agents) who enter or seek to enter into a contract with the District to complete and file Texas Ethics Commission form CIQ ***IF*** the vendor or agent has a business relationship with the District ***AND*** (1) has an employment or other business relationship with an officer or officer's family member described by Local Government Code 176.003(a)(2)(A) ***OR*** (2) has given an officer or the officer's family member one or more gifts with an aggregate value specified by Local Government Code 176.003(a)(2)(B). Officers of the District are its Board of Trustees and Superintendent whose names can be found at:

<http://www.shepherdisd.net/default.aspx?name=admin.board>

If neither (1) nor (2) exist, it is NOT necessary to file form CIQ.

Business Relationship means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (a) a transaction that is subject to rate or free regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (b) a transaction conducted at a price and subject to terms available to the public; or (c) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to that agency.

Family member means a person related to another person within the first degree by consanguinity or affinity.

This form can only be filed by scanning and sending to erate@shepherdisd.net

Note: Bid/Quote responses should be sent to the Technology Department at the address or fax number listed on the Bid/Quote form.

Form CIQ can be found at the Texas Ethics Commission website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

(Hold down the Ctrl key and click on this link.)

If the filing of form CIQ is required it must be filed within seven business days of starting discussions or negotiations or submitting a bid, proposal, or other correspondence relating to a potential contract and within seven business days of becoming aware of an employment or other business relationship or gifts to an officer that would require disclosure. It is a Class C misdemeanor to fail to file form CIQ.

Bidders Checklist

Please check to be certain your proposal is complete and contains all the required forms:

- Signed Certification Sheet

- References

- Section I - Unit Pricing (Price Sheet)

- Non-collusion Statement

- Felony Conviction Notification

- National Criminal History Certification (Supplier Employees)

- Deviation Documentation (if applicable)

- Conflict of Interest Questionnaire (if applicable) can only be filed by scanning and sending to erate@shepherdisd.net

- Copy of Certificate of Liability Insurance (as specified in Notice to Offerors, pages 6-7)

- Copy of Certificate of Authority to Self-insure by Texas Workers' Compensation Commission (if not listed on Certificate of Liability Insurance)