

REQUEST FOR PROPOSAL
COLDSRING-OAKHURST CISD

CSP# 003-15 DIGITAL NETWORK TRANSMISSION SERVICES

Coldspring-Oakhurst CISD is soliciting interested firms to submit competitive sealed proposals for **CSP# 003-15 DIGITAL NETWORK TRANSMISSION SERVICES** Attached are the Terms and Conditions and Specifications for submitting your bid/proposal. Vendors are instructed to inform themselves fully on information contained in this packet. Contractors are invited to submit Competitive Sealed Bid/proposals for this Project. Bid/proposals will be based on one single lump sum prime contract that includes the entire work in accordance with drawings, Specifications and all other contract documents.

Submit *sealed bid/proposal* marked **CSP #003-15 DIGITAL NETWORK TRANSMISSION SERVICES** in the lower left hand corner will be received at the Coldspring-Oakhurst Consolidated Independent School District Administration Building, P.O. Box 39, 14210 Highway 150 West, Coldspring, TX. to the attention of Adam Jenke prior to **2:00 P.M. on Thursday, March 12, 2015.** Time of receipt will be determined by Buyer's clock. At that time, sealed bid/proposals will be opened and read in public in the Board Room of the Coldspring-Oakhurst CISD Administration Building. Any bid/proposal received after the above-specified time and date will not be considered and will be held unopened. Bid/proposals may be withdrawn upon written request from vendor if received prior to the specified time of opening. Determination of contract award will be based upon the provisions of Subchapter B, Chapter 44, Texas Education Code. The Board of Trustees of Coldspring-Oakhurst CISD reserves the right to reject any and/or all bid/proposals, and to make awards as they may appear to be advantageous to the School District and to waive all informalities and irregularities in bidding.

Bid/proposal envelope must be sealed and legibly marked on the outside lower left corner:

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A pre-bid/proposal conference and sight inspection should be arranged. Contact Mr. Brian Furbee at (936) 653-1118 to arrange pre-bid/proposal conference and sight inspection. Inquiries and requests for clarifications regarding technical aspects of this document and project implementations should be submitted to: Brian Furbee, Director of Technology at 936-653-1118 or bfurbee@cocisd.org. Inquiries and requests for clarifications regarding administrative aspects of this document and process should be submitted to: Adam Jenke, Assistant Superintendent Business and Operations at 936-653-1105 or ajenke@cocisd.org.

Thanking you in advance for your time on this matter,

Adam Jenke

Adam Jenke,
Assistant Superintendent Business and Operations

(Cover sheet)

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Items checked below represent the components which comprise this bid/proposal packet. If the item is lined out, it not applicable to this bid/proposal. Bidders are asked to review the packet to be sure all applicable parts are included. If any portion of this packet is missing, notify the Business Office immediately. It is the Bidder's responsibility to be thoroughly familiar with all information contained in this packet prior to submission of the bid/proposal.

- _____ 1. Cover Sheet
- _____ 2. Table of Contents
- _____ 3. Vendor Information
- _____ 4. Conflict of Interest Questionnaire (Form CIQ)
- _____ 5. Compliance with Clean Air and Water Act
- _____ 6. Statement of Non- Collusion / Non- Discrimination
- _____ 7. Residence Certification
- _____ 8. Debarment Certification
- _____ 9. Felony Conviction Notice
- ~~_____ 10. Contract- This applies only to certain bid/proposals. Please read carefully. You may sign this form as "Seller". It is not binding until counter signed by Coldspring-Oakhurst CISD.~~
- _____ 11. Insurance Requirements- This applies only to certain bid/proposals.
- _____ 12. Terms and Conditions
- _____ 13. General Requirements
- _____ 14. Performance Bond Requirements- This applies only to certain bid/proposals.
- _____ 15. Special Requirements and Specifications: Attachment **#1**
- _____ 16. Attachments
- _____ 17. Bid/proposal Sheets – This sheet must be complete and returned as part of the Bid/proposal. This Sheet must be typed or written in ink.

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VENDOR INFORMATION FORM

The participating entities will purchase supplies and materials during the bid/proposal period on an “as needed” basis.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid/proposal in collusion with any terms or conditions of said bid/proposal have not been communicated by the undersigned or by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/proposal.

The undersigned affirms and certifies that neither this company nor any of its principals (e.g., key employees) has been proposed for debarment, debarred, or suspended by a federal agency.

Company _____

Address _____

City, State, Zip Code _____

Signature _____

Title _____

Sworn and subscribed to before me this _____ day of _____, 20__

Notary public in and the state of _____

Signature of Notary _____

Expiration Date of Notary Public _____

VENDOR CONTACT NAME _____

PHONE NO. (____) _____

FAX NO. _____

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

COMPLIANCE WITH CLEAN AIR AND WATER ACT

USDA requires districts to comply with the Clean Air and Water Act in contracts that exceed \$100,000. The following verbiage should be included in bids for the prospective vendors to complete. The following verbiage should be included in bids for the prospective vendors to complete.

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United State Environment Protection Agency Assistant Administrator of the Enforcement.

Organization Name

Name and Title of Authorized Representative

Signature

Date

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STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

My signature certifies that the accompanying bid/proposal:

1. Is not the result of, or affected by an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or Federal ordinances, statutes, regulations, and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

2. During the performance of any contracted awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religions, color, sex or national origin, or handicaps, except where religion, sex, or national origin is a bona fide occupational qualification reasonable necessary to the normal operations of the Seller. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

3. The Seller, in all solicitations and advertisements for employees placed by, or on behalf of, the Seller, will state such Seller is an equal opportunity employer.

4. Notices, advertisements, and solicitations places in accordance with Federal Law, rule, or regulation, shall be deemed sufficient for the purpose of meeting the requirements of this section.

5. The Seller shall include that provisions of the foregoing paragraphs 2,3, and 4 in every subcontract or purchases over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller/Contractor:

Name of Seller: _____

Address: _____

City/State/Zip _____

Signature _____

Name (print) _____

Title: _____

Date: _____

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RESIDENCE CERTIFICATION

In accordance with Article 601g, as adopted by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Subdivision Contract for Construction, Supplies, Services, Bid/proposals by Non-Resident Section 1(a) In this Act:

- (1) "Governmental agency of the state" means:
 - (a) an incorporated city or town, a county, a public school district, a special-purpose district or authority, or a district, county, or justice of the peace court;
- (2) "Nonresident Bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- (3) "Texas Residential Bidder" means a bidder whose principal place of business is in this state, and included a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
 - (b) The state or governmental agency of the stat may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid/proposal is lower that the lowest bid/proposal submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to under bid a non resident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that as defined in Article 601g, that:

Company Name: _____

_____ Yes, I am a Texas Resident Bidder

_____ No, I am a _____ Residence Bidder

Printed Name: _____

Signature: _____

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations are published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in his transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attaché an explanation to this proposal.

Organization Name

PR/ Award Number or Project Name

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Date

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, 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 owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction 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 for the firm named below, certify that the information concerning notification of felony convictions has been by me and the following information furnished is true to the best of my knowledge.

Company: _____

Company Official: _____

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

Signature of authorized agent:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of authorized agent:

C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual (s):

Details of conviction (s):

Signature of authorized agent:

INSURANCE REQUIREMENTS

The Contractor/Bidder shall purchase and maintain in force the following kinds of insurance of companies acceptable to the Buyer:

- 1) Employers Insurance: Workmen’s Compensation in the minimum statutory limit of liability and Employers Liability in the minimum amount of \$500,000.00.
- 2) Commercial General Liability: Said liability Insurance shall include Coverage A for Bodily Injury and Property Damage, including Premises/Operations, Products/Completed Operations, Independent Contractors, XCU, Blanket Contractual, Fire Damage Legal Liability, Board Form Property Damage, Host Liquor, Incidental Medical Malpractice, Non- Owned Watercraft and Extended Bodily Injury; Coverage B for Personal/Advertising Injury; and Coverage c for Medical Payments. Maintain Completed Operations Liability for at least two years after the date of final completion. Said insurance shall be in the minimum amounts as follows:

a) General Aggregate (Other than Products/Completed Operations)	\$1,500,000.00
b) Products/Completed Operations Aggregate Limit	\$1,000,000.00
c) Personal and Advertising Injury Limit	\$1,000,000.00
d) Each Occurrence Limit	\$1,000,000.00
e) Fire Damage Limit (any one fire)	\$ 50,000.00
f) Medical Expense Limit (any one person)	\$ 5,000.00
- 3) Comprehensive Auto Liability: Said insurance coverage shall include non-ownership and hired care coverage as well as owned vehicle in the following minimum amounts:
 Bodily Injury and Property Damage: \$1,000,000.00 combined single limit.
- 4) Owner’s Insurance: Carry and pay for Owner’s Protective Liability Insurance in the same amounts as specified above for the Contractor’s General Liability.
- 5) Umbrella Liability Insurance: Said liability shall be written in addition to the limits and coverage as show for Employer Insurance; Commercial Liability Insurance; Comprehensive Automobile Liability; and Owners Insurance with the following minimum amounts:

a) General Aggregate Limit	\$2,000,000.00
b) Product/Completed Operation Aggregate Limit	\$2,000,000.00
c) Bodily Injury by Disease Aggregate Limit	\$2,000,000.00
d) Each Occurrence Limit	\$2,000,000.00

I hereby certify that the Seller/Contractor has met insurance requirements as stated above with the following insurance company:

Insurance Company Name: _____

Address: _____

City/State/Zip _____

Insurance Co Contact and Phone Number: _____

Name of Seller: _____ Policy No.: _____

Signature _____

Name (print) _____

Title: _____

Date: _____

TERMS AND CONDITIONS

Vendors are instructed to inform themselves fully on information contained in this packet.

RESPONSES

Bids/proposal must be submitted on the enclosed form. Bids/proposals that are submitted that do not adhere to this rule are subject to rejection. Telephone and facsimile submissions will not be accepted.

All bids/proposals must be received by the Purchasing Agent prior to the time and date set forth. Time of receipt will be determined by Buyer's clock. Coldspring-Oakhurst CISD is not responsible for mail delays or circumstances that may result in bids/proposals arriving after the specified deadline. Bid/proposal proposals received after the specified deadline will be held unopened. Bids/proposals must be submitted to Coldspring-Oakhurst CISD's Business Office, 14210 Highway 150 West, P. O. Box 39, Coldspring, TX 77331. Bids/proposal envelope must be sealed and legibly marked on the outside lower left corner with title of bid/proposal. At a minimum, the envelope must contain on the outside the following data: CSP: Digital Network Transmission Services, Vendor's name, Vendor's primary contact, Vendor's address, Vendor's telephone number.

All bids/proposals must include vendor's full name, address, and title of authorized agent and must bear the manually executed signature of listed authorized agent.

All erasures or corrections made on the bid/proposal sheet provided must be initialed by person making corrections.

If applicable, bids/proposals must show unit price and total for each specified item quantity and shall include transportation FOB destination. In case of error in extension, unit price shall govern.

Submitted price(s) shall be firm for a period of 30 days from date of award and no offer may be withdrawn without written approval. Quantity requirements are a close approximation and Coldspring-Oakhurst CISD reserves the right to reject any and/or all submissions; to award by individual item as may be advantageous, and waive all formalities in the bid/proposal process.

All transportation charges for samples shall be borne by the vendor, both forwarding and returning. Coldspring-Oakhurst CISD assumes no responsibility for the handling of samples in any manner.

Failure to observe the above instructions and conditions will constitute grounds for rejection of your bids/proposal in addition to removal from the list of vendors.

AWARD

Coldspring-Oakhurst CISD reserves the right to award to the vendor submitting the bid/proposal deemed in the best interest of the district.

Coldspring-Oakhurst CISD reserves the right to accept or reject any or all bid/proposals or parts thereof and to waive any bid/proposal irregularities.

CONTRACT

It is understood and expressly agreed that, upon proper acceptance of any or all items by Coldspring-Oakhurst CISD, a contract shall hereby be created.

EVALUATION

Coldspring-Oakhurst CISD will evaluate all bids/proposals on, but not limited to, cost, vendor history and information, and quality of product.

STANDARDS

All contract and agreements created by this bid/proposals will adhere to Texas Education Code regarding school district's contract and the Texas Business and Commerce Code.

WARRANTY AND GUARANTEE

Vendor will guarantee all products and shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.

DELIVERY

Vendors must keep Buyer advised of the status of order, as failure to meet delivery date may result in removal from approved bidder list. Delivery of item in good condition will be vendor's responsibility. All goods are subject to inspection and return at the expense of the vendor if found to be damaged or inferior to those specified.

Freight will be prepaid by vendor.

TAX EXEMPTION STATUS

Coldspring-Oakhurst CISD is exempt from state sales tax and federal excise tax. Deductions of these taxes must be made by vendor prior to submission of bid/proposal.

GENERAL PURCHASING REQUIREMENTS

GENERAL REQUIREMENTS APPLY TO ALL PURCHASES. HOWEVER, THESE MAY BE SUPERSEDED, IN WHOLE OR IN PART BY THE SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, OR OTHER DATA CONTAINED HEREIN.

1) SUPPLEMENTAL MATERIALS

Seller is responsible for including all pertinent product data in the returned bid/proposal packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid/proposal package and any other pertinent information that may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Seller wishes to include as a condition of the bid/proposal, must also be included in the submitted packet. Failure to include all necessary and proper supplemental materials may be cause to reject the entire packet.

2) INSTALLATION

When installation is specified in the packet, the Seller shall provide the following services and meet or exceed the requirements at no additional cost above the initial bid/proposal price on machinery or furniture:

- a. Provide transportation of the item to physical destination as noted in packet
- b. Deliver items to proper location at physical destination
- c. Complete assembly and adjustments by trained installation mechanic.
- d. Remove all packing/shipping materials.

All materials, equipment, and labor necessary to fully assembly furniture or machinery must be provided by Seller. Machinery must be made ready for electrical and/or fluid service connection. Following proper connection, machine must be tested and deemed acceptable by both Seller and the Buyer.

3) WARRANTY-PRODUCT

Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this contract null and void at the option of the Buyer. Seller warrants that:

- a. The goods to be delivered hereunder shall be in full conformity to specifications, drawings, and descriptions listed in the packet, and to the sample(s) furnished by Seller, if any. Further, it is agreed that this warranty shall survive acceptance of delivery and payment for the goods warranty shall survive acceptance of delivery and payment for the goods and that the Seller agrees to bear the cost of inspecting and/or testing all goods rejected.
- b. That the goods be delivered hereunder will not infringe on any valid patent, trademark, trade-name, or copyright, and that the Seller will, at no expense to the Buyer, defend any and all actions or suits charging such infringement against the Buyer, its agents and/or employees, in the event of any action or suit.
- c. That the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and Local laws, ordinances, statuettes, regulations, and/or policies.
- d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Buyer.
- e. In event of conflict between specifications, drawings, and descriptions, the specification shall govern.

4) SAFETY –WARRANTY

Seller warrants that the product sold to Buyer shall conform to the standard promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense.

The "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", state that a Seller must provide to the Buyer, **with each delivery**, material safety data sheets as is applicable to hazardous substances defined in the Act.

5) RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods at delivery point before accepting them. The Buyer reserves the right to:

- a. Inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality.
- b. Reject articles shipped contrary to instructions or in containers which do not meet recognized standards.

- c. The Buyer may return rejected articles or excess merchandise (or may hold the articles subject to the Seller's order) and may, at Seller's risk and expense, in either event, charge Seller with the cost of shipping, unpacking, inspecting, repacking, re-shipping, and other like expenses. The Buyer also reserves the right to requirements and need of the Buyer.

6) MODIFICATIONS

This contract can be modified or rescinded only by a written document signed by both parties or their duly-authorized agents.

7) APPLICABLE LAW

This contract can be modified or rescinded only by a written document signed by both parties or their duly-authorized agents.

8) VENUE

Both parties agree that the venue for litigation arising from this contract shall be in Coldspring, San Jacinto County, Texas.

9) SEVERABILITY

If any section, subsection, paragraph, sentence, clause phrase, or word of these specifications shall be held invalid, such holding shall not affect the remaining portions of these specifications and it is hereby declared that such remaining portions would have been included in these specifications as thou the invalid portion had been omitted.

10) HOLD HARMLESS

Seller shall indemnify and hold Coldspring-Oakhurst CISD harmless for claims of personal injury, death, and or property damage rising from any and all causes whatsoever, resulting directly or indirectly for Seller's performance. Seller shall procure and maintain, in respect to the subject matter of this bid/proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Seller's Liability as may arise directly or indirectly from work performed under terms of this bid/proposal.

Where deemed appropriate by the Buyer, the limits of coverage will be included in the Special Instructions/Specifications. Certification of such coverage must be provided to the Buyer upon request.

11) WAIVER OF SUBROGATION

By virtue of acceptance of this contract, both Seller and insurance carrier waive any rights whatsoever with regard to subrogation against Coldspring-Oakhurst CISD as an indirect party to any suit arising out of personal or property damage resulting from Seller's performance under this contract.

12) AWARD

Action on all bid/proposals shall be taken within sixty (60) calendar days from the date and time of opening of bids/proposals and the price must remain firm for this period of time. The acceptance of an offer will be notice in writing signed by a duly-authorized representative. The acceptance of an offer shall bind the successful Seller to execute the contract and be responsible for liquidated damage as provide herein.

The Seller whose offer is accepted shall execute the contract and all related documents within ten (10) days after presentation of the contract for signature. The contract shall be deemed to be executed by the Seller when one (1) copy of the contract and related documents signed by an authorized officer of the Seller are received by the Buyer. Failure to execute the contract and related documents with the time specified may constitute a breach of this Agreement affecting the acceptance of the offer. Buyer reserves the right to award this contract in accordance with the laws of the State of Texas, to reject any or all bids/proposals, to waive any bid/proposal irregularities, and to accept any bid/proposal deemed to be in the best interest of the Buyer.

13) CERTIFICATION OF CRIMINAL HISTORY RECORD

Prior to commencing any work on this Project, Respondent will certify, on the form provided herein entitled Certification of Criminal History Record Information Review by Service Contractor, that, for each employee of Respondent who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing duties related to the Project, Respondent has obtained, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Sections 153.1101 and 153.1117: National criminal history record information from a law enforcement or criminal justice agency for each employee of Respondent hired before January 1, 2008; and National criminal history record information from the Texas Department of Public Safety for each employee of Respondent hired on or after January 1, 2008.

Any employee or independent contractor of a contractor, who will have direct, unsupervised contact with students, must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by the District's Board of Trustees).

Once a Contract is executed, the Company, Individual or Firm will be required to obtain from each and every subcontractor or independent contractor the form of certification attached hereto entitled Certification of Criminal History Record Information Review by Service Subcontractor, relating to the employees of such subcontractors.

14) NONAPPROPRIATION OF FUNDS

This agreement is subject to the appropriation of funds by Coldspring-Oakhurst CISD in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this agreement for that fiscal year. The obligations for Coldspring-Oakhurst CISD pursuant to this agreement in effect shall constitute a current expense of Coldspring-Oakhurst CISD for that fiscal year only, and shall not constitute an indebtedness of Coldspring-Oakhurst CISD beyond that fiscal year. Nothing contained herein shall constitute a pledge by Coldspring-Oakhurst CISD of any taxes or monies lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Texas Government Code: SUBCHAPTER B. GENERAL REQUIREMENTS; LIABILITY

Sec. 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED.

(a) A Governmental entity that makes a public work contract with a prime Contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

A performance bond if the contract is in excess of \$100,000; and payment bond if:

The contract is in excess of \$25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code; or

The contract is in excess of \$50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code.

The performance bond is:

Solely for the protection of the state or governmental entity awarding the public work contract;

In the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

The payment bond is:

Solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and

In the amount of the contract.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

A bond executed for a public work contract with the state or a department, board, or agency of the state must be payable to the state and its form must be approved by the attorney general. A bond executed for a public work contract with another governmental entity must be payable to and its form must be approved by the awarding governmental entity.

A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

A governmental entity may not require a contractor for any public building or other construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

CSP #003-15 DIGITAL NETWORK TRANSMISSION SERVICES**Special Requirements and Specifications # 1****1.0 GENERAL****1.1. GENERAL BACKGROUND**

- 1.1.1. This document is issued as an invitation for vendors to provide a proposal for data transmission services to the Coldspring-Oakhurst Consolidated ISD.
- 1.1.2. Vendors are to supply the necessary network infrastructure and services to provide data transmission services between the campuses and facilities of Coldspring-Oakhurst Consolidated ISD.
- 1.1.3. **This proposal document requests two prices:**
 - 1.1.3.1. A total dollar amount for all hardware, software and labor necessary to complete the network infrastructure as per the plans and specifications laid out in and referenced for inclusion in this document.
 - 1.1.3.2. Annual pricing, broken down as monthly billing, for the ongoing recurring costs for data transmission services, as well as any associated support charges.
- 1.1.4. This document describes the requirements to be met in the responses of vendor to secure under contract all materials, design, engineering, and installation pertaining to the **Data Transmission Services** for the Coldspring-Oakhurst CISD.

1.2. TERMS AND CONDITIONS OF PROPOSALS

- 1.2.1. This is an invitation to submit a proposal based on the materials, systems, equipment and/or services described in this document. All proposals must be submitted in accordance with the specifications and information contained herein, as well as with any addenda, if required, issued by the purchaser. It shall be the responsibility of each vendor before submitting a proposal, to:
 - Examine the proposal documents and/or package thoroughly,
 - Become familiar with all local conditions that may affect costs, progress, performance or furnishing of the work,
 - Consider all federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, and
 - Notify the Coldspring-Oakhurst Consolidated Independent School District, in writing, of all conflicts, errors or discrepancies in the CSP documents and/or CSP package.

1.2.2. INSTRUCTIONS TO THE VENDOR

- 1.2.2.1. The vendor shall consider the nature and amount of work to be done as well as the difficulties involved in its proper execution.
- 1.2.2.2. The vendor shall include all costs deemed necessary to cover all contingencies essential to the supply and installation of the specified components and services.
- 1.2.2.3. Any cost encountered, which is not specifically itemized in the CSP response, shall not be incurred unless specifically agreed upon, in writing, by the Coldspring-Oakhurst Consolidated Independent School District.

- 1.2.2.4. Vendor’s response to this Request for Competitive Sealed Proposal shall include the costs of any permits, licenses or any other fees or charges that may be imposed in order to complete the project.
- 1.2.2.5. No additional compensation will be allowed for extra work incurred on the part of the vendor due to the vendor’s failure to notice any existing condition, which may cause the Contractor additional labor.
- 1.2.2.6. Vendor must submit its proposal in a sealed envelope at the designated place prior to the time such proposal is due.
- 1.2.2.7. At a minimum, the envelope must contain on the outside the following data:
 CSP: 003-15 Data Transmission Services
 Vendor’s name
 Vendor’s primary contact
 Vendor’s address
 Vendor’s telephone number

Failure to comply with the above requirements will result in the rejection of the proposal.

1.3. SCHEDULE OF EVENTS

The schedule below indicates the critical dates that pertain to this CSP:

<u>Event</u>	<u>Date / Time</u>
Release of this Request for Competitive Sealed Proposal	February 10, 2015
Proposal Response Due	March 12, 2015 2:00pm
Anticipated Contract Award	March 23, 2015
Anticipated First Project Work	To be determined by the Technology Director

1.4. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

1.4.1.CONTRACTOR QUALIFICATIONS

- 1.4.1.1. The terms “Contractor” and “Vendor” shall be used interchangeably throughout the entirety of this Request for Proposal document. The Contractor shall be fully conversant and capable in the design, installation, setup, programming, training, management and support of wired and wireless networks, VoIP telecommunications systems, and support of low voltage applications such as, but not limited to, data, voice and video network systems.
- 1.4.1.2. The Contractor shall, at a minimum, satisfy the following qualifications and requirements:
 - 1.4.1.2.1. Utilize personnel experienced in the design and installation of wired and wireless network systems.
 - 1.4.1.2.2. Utilize personnel experienced in the design and installation of wired network infrastructures.
 - 1.4.1.2.3. Utilize personnel knowledgeable in local, state, and national codes, and regulations. All work shall comply with the latest revision of the codes or

regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.

- 1.4.1.2.4. Be in business a minimum of three (3) years.
- 1.4.1.2.5. Provide a letter or certificate, which verifies that vendor's company (not an individual) is certified to install and warrant the system.

2. SCOPE OF WORK

2.1. OVERVIEW

- 2.1.1. Contractor is to provide data transmission services in order to interconnect the campuses and facilities of the Coldspring-Oakhurst CISD.
- 2.1.2. Contractor will provide data transmission services at a minimum of 100 Megabits per second between designated facilities, scalable to 1 Gigabit per second.
- 2.1.3. Contractor will provide information on redundancy options for all data transmission services, including pricing for any hardware, software and services, as well as recurring costs, required in order to provide such redundancy
- 2.1.4. Contractor will provide data transmission services that implements multiple designated VLANS to allow for proper segregation and management of network traffic.
- 2.1.5. Contractor will provide guaranteed pricing for a 3-year contract, and an option for a 5-year contract.
- 2.1.6. All work is to be completed as per these specifications.
- 2.1.7. Vendor shall supply with proposal, in addition to items listed elsewhere, the following:
 - 2.1.7.1. **Equipment list.** For EACH PROPOSED AMOUNT (see section 1.1.3) with version/model numbers and design description:
 - 2.1.7.1.1. An itemized list of major equipment (gateways, systems, cards/components, switches, and handsets).
 - 2.1.7.1.2. An itemized list of software.
 - 2.1.7.1.3. An itemized list of services (configuration, programming, training).
 - 2.1.7.1.4. A summary of your solution and what specific features it supports that puts it ahead of the competition.
 - 2.1.7.1.5. Address all the requirements listed in this Scope Of Work section.
 - 2.1.7.2. **Ongoing costs.** Summarize the likely ongoing subscription, service costs, software upgrades, and standby duplicate hardware needed to maintain the system over a period of three years, and optionally 5-years if submitting an optional contract for 5-years.
 - 2.1.7.3. **Product literature and documentation.** Include product literature that describes the features and benefits of your equipment, software and services. Also include technical documentation for major components.

2.2 District Facility Service Locations

All data transmission service termination points will originate in the MDF closet at the following designated locations, and will terminate in the MDF closet located at the Coldspring-Oakhurst High School campus, located at:

Coldspring-Oakhurst High School
14100 State Highway 150
Coldspring, TX 77331

JAMES STREET ELEMENTARY & COLDSRING INTERMEDIATE

The James Street Elementary and Coldspring Intermediate campuses are interconnected by multiple Gigabit Fiber connections, and as such can be treated as a single facility, at the following service location:

Coldspring-Oakhurst Intermediate School
1510 State Highway 150
Coldspring, TX 77331

LINCOLN JUNIOR HIGH

Lincoln Junior High School
13605 State Highway 156
Coldspring, TX 77331

COLDSRING-OAKHURST JONES EDUCATION COMPLEX

COCISD Jones Education Complex
125 FM 1514
Coldspring, TX 77331

COLDSRING-OAKHURST ISD POLICE DEPARTMENT

COCISD Police Department
xxx
Coldspring, TX 77331

COLDSRING-OAKHURST TRANSPORTATION BARN

COCISD Transportation
201 Jones Avenue
Coldspring, TX 77331

2.3 QUALITY AND DELIVERABLES

2.3.1 All equipment and labor must be under warranty for a period of at least 3 years, and optionally 5-years if submitting an optional contract for 5-years. Copy of said warranty statement to be included with the proposal.

2.3.2 Protection of existing work and installed work as required. Correct damage by cleaning, repairing or replacing as approved by owner.

- 2.3.3** Deliver materials to project site in accordance with the project progress schedule. Components shall be identified with manufacturers' original labeling and otherwise marked to indicate location of the work. Store in dry location, protected against damage and according to manufacturers' recommendations.

3. RESPONSE FORM –

CSP #003-15 DIGITAL NETWORK TRANSMISSION SERVICES

PROPOSAL FORM 1 (a)
(Bid/proposal Sheet Attachment)

Vendor agrees that the bid/proposal is, as listed, in accordance with the attached specifications at the prices/discounts shown below or on attached bid/proposal sheet. This form must be completed in its entirety. If erasures or other changes appear on the bid/proposal sheet, each such erasure or change must be initialed by the person signing the bid/proposal.

Proposal Form must be completed and returned for the proposal to be considered.

Coldspring-Oakhurst CISD will award the above contract on the overall savings of items listed on Proposal Form 1(b)

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, a copy of which is hereto attached.

Company Name _____

Mailing Address: _____

Phone: (_____) _____

E-Mail: _____ Fax: (_____) _____

Printed Name: _____

Signature: _____

**COLDSRING-OAKHURST CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PO BOX 39
COLDSRING, TEXAS 77331**

PROPOSAL RESPONSE FORM

(Submit in Duplicate)

Date: _____

To: COLDSRING-OAKHURST CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

We, the undersigned, propose to enter a Contract with the Coldspring-Oakhurst Consolidated Independent School District to furnish all labor, materials, tools, transportation, insurance, permits, drawings, and all incidentals necessary for the performance of this project, according to the Specifications, prepared by Coldspring-Oakhurst Consolidated Independent School District, Coldspring, Texas, for the base price set forth below. This is a total dollar amount to complete the data/telecommunications network and associated network cabling repairs and upgrades.

Specifications entitled:

CSP #003-15 DIGITAL NETWORK TRANSMISSION SERVICES

For

Coldspring-Oakhurst Consolidated Independent School District
PO Box 39
Coldspring, Texas 77331

We hereby acknowledge receipt of Addenda Nos. _____

We have carefully reviewed, and understand the "Request for Proposal", the "Instructions to Vendors", and the Specifications, examined the site in detail, have acquainted ourselves with the existing and anticipated conditions that might affect the work and accept the Specifications as being satisfactory and adequate for the performance of said work.

If awarded the Contract for this proposal, we agree to begin work after coordinating with the Technology Director and to substantially complete all work within 30 calendar days.

COMPLETE DIGITAL NETWORK TRANSMISSION SERVICES

BASE PRICE: _____ \$ _____
(Amount Written Out) (Amt. in Figures)

ANNUAL MAINTENANCE AND SUPPORT CONTRACT

BASE PRICE: _____ \$ _____
(Amount Written Out) (Amt. in Figures)

Vendor understands that the Owner reserves the right to reject any or all proposals and to waive any informalities in the proposal.

The vendor agrees that this proposal shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving proposals.

All specifications and conditions have been read and premises inspected, if necessary.

The vendor hereby agrees to commence work under this Contract as specified and to fully complete the project as specified.

Respectfully submitted,

By: _____
(Signature)

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

(SEAL – if by Corporation)

ATTEST:

Secretary
(if vendor is Corp.)

DATE: _____

NOTE: This Response Form or a copy thereof must be used for filing all proposals.