

**Request for Proposal
RFP #2015-2016 E-RATE
Wireless Communication Services, Voice, Data
and Broadband, Internet Service, Network
Infrastructure, Districtwide**

**Request for Proposal
February 1, 2015**

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1 NOTICE OF REQUEST FOR PROPOSAL

Trinity Charter Schools (TCS) is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations for proposals and quotes to enhance the mobility and expand the network access inside select TCS schools.

2 SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFP Invitation, the accompanying RFP Forms, and all Terms and Conditions associated with this RFP Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFP Invitation in strict compliance with the all Terms and Conditions associated with this RFP Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFP is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFP Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is qualified to provide products and services and who are current participants in the Schools and Library Program of the Universal Service Fund ("E-Rate"), and
6. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify Learning Schools of Texas of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action, and
7. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization

Date

Address, City, State and Zip

Signature of Authorized Representative

Telephone Number of Authorized Representative

Printed Name of Authorized Representative

RETURN THIS PAGE IN SEALED BID/PROPOSAL PACKAGE

3 PROPOSAL SUBMITTAL

All responses must be received by March 3, 2015 by 2:00pm.

All proposals shall be firm offers subject to acceptance by TCS and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to TCS, except as permitted by TCS.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after 2:00 pm on Tuesday, March 3, 2015 will be returned without consideration. To submit a response to this request please deliver one (1) original clearly marked "Original" and two (1) copies clearly marked "Copy" of requested materials in a sealed envelope. All proposals shall be enclosed in a sealed envelope which includes bidder's name and identification plainly marked with the words:

RFP #2015-2016 E-RATE

**Wireless Communication Services, Voice, Data and Broadband, Internet
Service, Network Infrastructure, Districtwide**

The proposal and copies shall be submitted to:

Trinity Charter Schools
Attn: Brittany Perkins
8305 Cross Park Dr.
Austin, TX 78754

The point of contact should be:

Trinity Charter Schools
Attn: Brittany Perkins
8305 Cross Park Dr.
Austin, TX 78754
Ph: 512-706-7512
brittany.perkins@trinitycharterschools.org

TCS shall not be responsible for, nor accept as a valid excuse a late proposal delivery, any delay in mail service or other method of delivery used by the proposer.

4 SCOPE OF WORK

Local and long distance phone service

VoIP or Equivalent

20 lines or more at each school site

Wireless Communications:

EVALUATION STANDARDS: Submit responses in this same numbered order

EVALUATION STANDARDS Relative Importance

1. Do you offer: Month to Month or minimum contract for cellular service;
 - would prefer month to month at same cost as annual or two year contract
2. Cost for : Pooled Voice plans (shared among particular group users) at (or within 100 minutes of), 400 minutes
 - pooling minutes spreads the allocation across many users
3. Cost of: Voice plans at (or within 100 minutes of), 400 minutes
 - what is cost of voice services at different tiers of service
4. Do you offer: Roll Over, how does it work? Roll Over minutes (oldest month drop off of rollover);
 - provides us with ability to have high users save unused minutes (during summer months) and draw upon those minutes as needed through the next year
5. Cost of: Unlimited Text plan, incoming and outgoing;
 - many of our staff wish to have text as option
6. Cost of: Unlimited Data plan
 - we need email and other data services for many staff
7. Cost of : devices for full data plans cost
8. Cost of : shipping, normal for placed orders cost
9. Cost of: Overnight or expedited shipping cost
10. Cost of : Broadband modem/device cost
11. Cost of: Broadband access full time, no limit on data cost
12. Cost to cancel – after one month, one year, 2 years, Cell phone cost
13. Cost to cancel – after one month, one year, 2 years, Broadband cost
14. Cost of Activation / Implementation cost
15. Do you offer: Mobile to Mobile at no charge;
 - we have many staff people that need to talk to one another, many on same services
16. Do you support direct Customer Service & vendor relations without third party involvement;
 - we prefer to work directly with company representatives rather than through third party companies

17. Can you guarantee short Customer Service response times in access or exit of plans, ports, changes, additions or deletes, return of product for replacement;
 - experience has taught us that many hours of time can be wasted trying to find trained people responding to cellular changes and customer related inquiries
18. Can you disallow the ability to access entertainment (TV, movies, streaming services) and Directory Assistance calls to maintain low costs, we wish to lock out, or disable from your central offices/systems
19. Can you disallow the ability to send or receive SMS, multimedia use; to maintain low costs we wish to lock out or disable some users from such services
20. Do you have: Disaster & emergency response, mobile cell deployment for safety of users,
 - i.e., companies that have mobile cell systems in case of earthquake, fire, flood or other emergency situations that will cause normal cell service to be interrupted
21. Are you willing to provide fully activated, full data, email, voice and text capable, sample units (up to 5) to determine coverage and use of all options within any district facility; our testing will resolve: Wireless broadband access and coverage, Cellular access and coverage, actual by experience rather than by provider map
22. Will you grant: two year agreement with option to renew on annual basis up to 5 years total; to allow us to renew will reduce the amount of time spent on re-negotiating each year

District Wireless Profile:

Number of Cell Phone Users:

- Estimated 140 Smartphones
- Estimated 30 regular cell phones
- Estimated 10 Multiple User Wireless Device such as MiFi or Equivalent

Unlimited Data Allowance

Estimated Device Purchases: 180;

Plan Minutes Allowed per Month: minimum 2000 per user, pooled

Network Infrastructure

Please see Exhibit A and Exhibit B for scope of work related to Network Infrastructure

5 STANDARD TERMS AND CONDITIONS

1. **RFP SUBMISSION:** Proposal must be submitted utilizing this document only and must reach Trinity Charter Schools ("School") Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.

2. **REJECTION/AWARD:** School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.

3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.

4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however vendor may be removed from approved vendor list.

5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, Center will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.

6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other Center officials from the date this solicitation is released until the award of a contract by School's Board of Directors.

7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between School and the Contractor or between the Center and the Contractor's employees. The Center shall not be subject to any obligation or liabilities if the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for Center employees, nor be covered by School's Workers' Compensation Program.

9. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless School, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind of any acts or omission of Contractor, its officers, agents or employees, in

performance of contract, so long as the sole negligence of the Center is not the cause of the loss, claim, damage expense or cost.

10. GRATUITIES: School may, by written notice to the Contractor, cancel any agreement without liability to School if it is determined by School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the Center pursuant to this provision, School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

11. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the Center. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

12. WAIVER: No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

13. MODIFICATIONS: The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.

14. INTERPRETATION OF EVIDENCE: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

15. APLLICABLE LAW: This contract shall be governed by the policies of the School Board, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. School Board Policies can be accessed by contacting School.

16. ADVERTISING: Contractor shall not advertise or publish, without School's prior consent, the fact that School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

17. LEGAL VENUE: Both parties agree that venue for any litigation arising from the contract shall lie in Austin, Travis County, Texas.

18. FUND AVAILABILITY: Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School Board or otherwise not made available to School.

19. TERMINATION: School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of School, for convenience.

5.1 EVALUATION CRITERIA

The following criteria will be used to evaluate each Proposal. In assessing the relative value and quality of each Proposal, a Decision Matrix will be utilized in which point values will be assigned in a range from zero to the maximum point weighing for each classification. The maximum score is 100 points.

EVALUATION MATRIX:

Price of the *eligible* products and services – 30%

Price of the *ineligible* products, services, and fees, including long-term cost to the School – 20%

Prior experience with Vendor – 10%

Ability to meet School's needs as described herein and within the Form 470 – 20%

Vendor's reputation and quality of services/products – 10%

Flexible USAC invoicing; i.e. the ability to accommodate both Forms 472 and 474 -10%

5.2 AWARD OF THE CONTRACT

Award of contract for each Scope of Work, if it is awarded, will be made by the School to the Respondent whose Proposal is determined to be the most cost-effective solution in the best interests of the School. No award will be made until after investigations are made as to the responsibilities of the Respondents. Further, awarding of the contract is conditional and dependent on E-Rate funding and School discretion. In any contract resulting from this RFP, the School retains the right to terminate the contract, in whole or in part, at any time, with a written 30-day notice to the Respondent for any reason.

The Award of contract may be to one, all, some, or none of the Respondents at the sole discretion of the School.

5.2.1 DISQUALIFICATION OF RESPONDENTS

Respondents may be disqualified and their Proposals not considered, among other reasons, for any of the following reasons:

1. Respondent does not have a SPIN from the SLD/USAC.
2. Reason for believing collusion exists among Respondents.

3. Respondent does not include specific pricing for requested services/products identified in this RFP. These types of Proposals may be considered spam and disqualified as such.
4. Where the Respondent, any subcontractor or supplier, or the surety on any bond given, or to be given, is in litigation with the School, or where such litigation is contemplated or imminent, in the sole opinion of the School.
5. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
6. Respondent does not have documented ability to discount bills as required by the SLD/USAC.
7. Respondent is currently 'red lighted' by the federal government. All Respondents are to be in good standing with all federal regulations

6 NON – APPROPRIATION AGREEMENT

Please note that all contracts for TCS will contain the language written below.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of E-Rate funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.