



**Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools
Request for Proposal # 2012006
Internet Access**



Return Sealed Proposal to this address:

**NPS Purchasing Department
131 South Flood
Norman, OK 73069**

RFP Issued Date: 11/17/11

Bidder Name:

RFP Number: 2012006

Bidder Address:

RFP Name: Internet Access

Bidder Phone & Facsimile:

RFP Due Date: 12/19/11

RFP Due Time: 11:00am CST

Vendor hereby agrees to comply with all conditions of this Request for Proposal. Bidder guarantees that the product offered will meet or exceed specifications identified in this proposal.

Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools conducts all bids in accordance with NPS Board of Education approved policy. Contracts for one item/service, or multiples of that item/service in excess of \$25,000 shall be awarded based on the results of a sealed bid. In the event that a construction/improvement project exceeds \$50,000, regulations of the Competitive Bid Act of 1974 will be enforced.

Non-Collusion Affidavit

State of _____

County of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this _____ day of _____ 20__.

My Commission expires: _____

Notary Public



Terms & Conditions for Professional Service Contracts

1. All contracts and agreements are with Independent School District #29 (ISD-29) of Cleveland County, Oklahoma d/b/a Norman Public Schools (hereinafter "NPS" or "the District").
2. Proposals must be submitted in accordance with the terms and conditions contained in this Invitation to Bid/Request for Proposal (hereinafter "ITB/RFP").
3. All ITB/RFP's submitted are subject to the District's purchasing policies and procedures and the terms and conditions listed herein, which are made a part of this ITB/RFP by reference. This ITB/RFP, any purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma and the District's purchasing policies and procedures.
4. Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools (hereinafter "NPS") Director of Purchasing in writing via facsimile or email. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents.
5. **Preparation of Invitation to Bid/Request for Proposal (hereinafter "bid"):**
 - a. It is the bidder's responsibility to examine the bid to include, but not limited to:
 - b. General Terms and Conditions, Specifications, Amendments, Attachments, Meetings, etc.
 - c. Bidder shall return, sign, and notarize (if applicable) all required forms listed on the cover page.
 - d. Bid shall be typewritten or written in ink. Pencil bids will not be accepted. Erasures or changes shall be initialed by the authorized individual signing this bid.

6. Bid Submission

Bid shall be placed in a sealed envelope bearing the proposal number, date & time of bid opening, and bidder's company name and address. Facsimile and telephone bids are unacceptable. Bids received after the stated bid opening date and time shall not be accepted and shall be returned unopened to the vendor. NPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. All bids shall be delivered to the NPS Purchasing Department, 131 S. Flood Avenue, Norman, OK 73069.

By submitting this RFP, vendor acknowledges and approves the terms and conditions established by the District in this RFP. These terms and conditions may not be altered by the vendor, either by the terms of the proposal or by any acknowledgement or attachment.

7. Amendments

Bidder shall acknowledge receipt of amendment(s) to bids by signing and returning the amendment(s). Amendment acknowledgement(s) may be submitted with the bid reply or may be forwarded separately via mail or facsimile. The amendment(s) shall be received on or before the bid due date and time.

8. Preparation Costs

NPS will not be liable for any costs associated with the preparation of materials for offeror's bid submission.

9. Bid Openings

Sealed bids are publicly opened and read aloud at the time and date specified. Vendors are invited to attend bid openings.

NPS reserves the right to reject any or all bids, accept the bid deemed most advantageous to the school district, and to waive any technicalities. The district is under no obligation to accept any bid.

10. Solicitation Results

The Purchasing Department, upon evaluation of solicitation results, and unless all responses are rejected, will issue a Purchase Order if the amount is less than \$10,000.00. If the amount is greater than \$25,000.00, the Director of Purchasing will recommend the award to the Board of Education for approval at a public Board of Education meeting. If approved, the Purchasing Department will subsequently issue the Purchase Order. The Purchasing Department does not routinely notify unsuccessful vendors or mail bid tabulations. Bid results are available upon request.

11. All or None

Contracts resulting from this bid may be awarded on an "All or None" basis, or by individual item or grouped items, whichever is deemed to be in the best interest of NPS. Contract awards will be made to the lowest and the best bidder. Contract award decisions are further subject to any additional terms and conditions contained in this bid.

12. Tie Bids

In the instance where one or more vendors shall offer materials, supplies, services, or other equipment at an identical "total price," preference shall be given to such vendors in the following order:

1. Local
2. State
3. State Contract Vendors
4. Others

In those instances where two or more vendors who are judged to belong in the same classification shall submit identical quotations for the same item, it shall be the administrative responsibility of the Director of Purchasing Services to select that vendor who shall be awarded the purchase contract based upon consideration of each vendor's past performance such as meeting delivery deadlines, product warranties, and meeting specifications. If the past performance of the vendors is equal, then the selection shall be by means of a chance drawing conducted by the Director of Purchasing Services and witnessed by those vendors affected provided they express a desire to be present.

13. Award Questions/Protest:

Any bidder may question the award or decision to award a contract by submitting concerns in writing to the Director of Purchasing no later than ten (10) days after the award is made. The Director of Purchasing will review and reply, as well as initiate any appropriate action.



Terms & Conditions for Professional Service Contracts Continued

14. Employees of business having contract with school conviction of sex offense or felony:

- A. No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States, or another state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
- B. Every person or business performing services not subject to subsection A of this section on the property of a school or school district shall be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act and that the business is not in violation of the provisions of this section. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.

15. Warranty

The Vendor warrants to NPS that all goods and services furnished hereunder will conform in all respects to the terms of this bid, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

16. NPS Vendor Listing

A vendor may be included on the bid list by faxing, mailing, or emailing a completed and signed Vendor Qualification form or Contractor Qualification form. The vendor shall attach the completed commodity list and send to the Director of Purchasing. Vendors having no bid activity within a twelve-month period shall be removed from the list and may only be re-entered by following the appropriate procedures listed above. If a vendor wishes to refrain from a particular bid, the vendor shall return the front page of the packet with the words "No Bid" in order to remain on the active bidders list. A vendor may be removed from the bid list for unsatisfactory performance.

17. Taxes

The Norman Public School District is exempt from Federal and State taxes. A tax exemption certificate will be provided by the Purchasing Department upon request by the vendor.

18. If awarded the contract, the bidder hereby agrees to furnish all materials and labor for the total completion of stated project not to exceed the cost guaranteed by this bid. Furthermore, the project shall be completed in the manner and time specified in the bid/proposal packet.

19. Insurance

- A. If any work must be performed on the campus of NPS by the vendor, the vendor shall provide comprehensive broad form liability insurance in at least the amount of \$1,000,000 combined bodily injury and property damage for any and all liability, loss, costs, damage, or expense arising out of the terms and performance of this agreement caused by its operations, its agents, or employees. Workers' Compensation Insurance as prescribed by the laws of the State of Oklahoma must also be carried.
- B. Vendor shall provide a certificate or certificates of insurance showing that the prescribed policies are in force and effect and naming NPS as an additional insured. Each certificate shall provide that the insurance company shall not change or cancel any insurance until NPS has been notified in writing at least thirty (30) days before the date of change or cancellation.
- C. The vendor will hold NPS harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the project.

20. Competitive Bidding Act of 1974 (Applies to section 21.1 and 21.2 only)

In the event that a construction/improvement project exceeds \$50,000, regulations of the Competitive Bid Act of 1974 will be enforced. It is the responsibility of the Contractor and all the Sub-contractors and suppliers to familiarize themselves with this law and to comply fully with all of its provisions.

21.1 Bond

- A. Each Bidder shall submit with proposal a Bidder's Bond is required in the RFP General Information Item 3. Such bond will be payable to the Norman Public Schools (ISD-29), 131 South Flood, Norman Oklahoma, in an amount of not less than 5% of the base proposal. There shall be forfeited to the Owner the cost of republication of notice to bidders, all actual expenses incurred by reason of Bidder's default, and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the Bid Bond, in the event that the apparently successful Bidder fails to execute the Contract or fails to provide the required Bonds and Insurance to the Owner.
- B. Performance Bonds, Statutory Payment Bonds and Defect Bonds will be required for all Work done under this Contract, and the cost of said Bonds will be included in the Contractor's Proposal. Bonds shall meet the requirements of the Public Competitive Bidding Act of 1974 of the State of Oklahoma, as amended.
- C. Within a period of thirty calendar days after the opening of bids, a contract shall be executed between the Owner and the successful bidder and all required bonds and insurance shall be provided within that period.

21.2 Liquidated Damages

The Owner will suffer financial loss if the project is not substantially complete within the time limitation set forth above. The Contractor and his Surety will be liable for and shall pay to the Owner the sum of Two Hundred and Fifty Dollars (\$250) as fixed, agreed and liquidated damages for each calendar day beyond such time limitation that the Work under this Contract is not substantially complete and beneficial occupancy begins. The liquidated damages shall apply to each project site separately.

Timeline & General Information
Request for Proposal # 2012006
Internet Access

1. Timeline

| <u>Date</u> | <u>Time</u> (Central Time) | |
|------------------------|-------------------------------|--|
| 11/17/11 | N/A | RFP's Issued |
| N/A | N/A | RFP Published in the Norman Transcript |
| N/A | N/A | Mandatory Vendor Meeting |
| 12/19/11 | 11:00 AM | RFP's Due |
| 01/2012 (Date not set) | 7:00 PM | Award Recommendation at the Board of Education Meeting |

1. Inquiries

All inquiries concerning this bid shall be received no later than 11:00 am CT on 12/02/11. Inquiries must be sent in writing to the Purchasing Director. Contact of any type with any other Norman Public School employee besides the Purchasing Director regarding this (or any) bid is strictly prohibited and punishable by immediate suspension of this bid and possibly future bids.

Send questions via facsimile or email to:
Kimberly Bauer, Director of Purchasing
Norman Public Schools, Independent District I-29
Phone: 405-447-6555
Email: kbauer@norman.k12.ok.us
Facsimile: 405-573-3555

2. Required Forms – Failure to provide the forms checked below shall result in disqualification of bid.

- Signed and Notarized Non Collusion Affidavit
- Signed Pricing Page
- Signed Declaration of Sex Offender Affidavit
- Signed and Notarized Business Relationships Affidavit
- Signed IRS Form W9
- Copy of Required Licenses – **NOT REQUIRED**
- Bidders Bond (cashier check, certified check, or surety bond) **NOT REQUIRED**

3. Required forms due when contract is awarded:

- Signed and Notarized Contract Affidavit SEE ATTACHED (Due at time of award)
- E-Rate Agreement SEE ATTACHED (Due at time of award)
- Certificate of Insurance

4. Mandatory Pre-Bid Walk Through

Unless otherwise stated, if a pre-bid walk through is required, all vendors are to meet at the Purchasing Office located in the Administration Building at 131 South Flood, Norman, OK 73069. Vendors will be given a fifteen (15) minute grace period to attend. Any vendor not at the designated meeting place within that time frame will not be allowed to participate in the walk through or bid.

5. Amendments to Request for Proposal

In the event it should be necessary to revise any portion of this RFP, an amendment will be issued following the inquiry deadline date and time.

PROPOSALS MAY BE REJECTED IF THE ABOVE TERMS AND CONDITIONS ARE NOT FOLLOWED. THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.

Projected Needs, Specifications & Administrative Information
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Projected Needs

Listed below are the projected needs of the Norman Public School District for Universal Service (E-Rate) funding year 2012 (FY2012; Program Year 15) and district fiscal year FY13, both of which begin July 1, 2012 and end June 30, 2013. Norman Public Schools will entertain multiple proposal options including a multi-year service agreement; an annual service agreement, with or without voluntary extensions; and/or a month-to-month service agreement. Bidders may submit more than one proposal.

Vendor shall be familiar with the Universal Service Fund (USF) program for schools and libraries, commonly referred to as "E-Rate."

Vendor agrees to apply the approved USF discount to all services and/or products approved for funding and to invoice the Universal Service Administrative Company (USAC) for reimbursement.

Vendor shall provide to NPS staff and/or E-Rate consultant all of the information and documentation it acquires that NPS may need to prepare E-Rate applications and/or document transactions eligible for USF reimbursement. Vendor agrees to notify NPS in a timely fashion of any service provider administrative or account changes, additional information, missing documentation, or procedural steps which come to their attention and could affect USF reimbursements. These include, but are not limited to, any contracts to be signed and executed by NPS and Service Provider; and/or any vendor worksheets to be completed by NPS which are provided to the Service Provider for invoicing purposes. To the extent possible, vendor agrees to bear the burden of any vendor-initiated forms, as well as administrative or accounting changes that could affect reimbursements or E-Rate forms.

Vendor agrees to acquire a Service Provider Identification Number (SPIN). The SPIN shall be included in the vendor's proposal. Vendor agrees they will not change any SPIN reported by NPS to USAC on FCC Forms without prior approval from NPS. If NPS approves the change, vendor agrees they will assist NPS in providing all pertinent information and to assist NPS in applying to USAC to implement the change.

Vendor understands and agrees that this contract is contingent upon:

- The approval and acceptance of this contract by the Norman Public Schools Board of Education.
- The availability and encumbrance of the District funding sufficient to pay any costs incurred by the District due to any E-Rate discount award
- The approval and funding of this contract by the Universal Services Fund, Schools and Libraries Division.

Specifications

Vendor agrees to provide one (1) Internet access connection for the entire Norman Public School District. The connection shall be compatible with the district's current Internet connection – specifically, one (1) modular 8P8C (RJ45) gigabit Ethernet connection; shall be located at the District Computer Center, 1133 W. Main St., Norman, OK 73069; shall offer a minimum of 200 Megabits-per-second (Mbps) of sustained bandwidth; and shall be synchronous and full duplex (200 Mbps upstream + 200 Mbps downstream).

Vendor agrees to provide Norman Public Schools one contiguous Class C subnet of public IP addresses, preferably 164.58.68.0 – 164.58.68.255, and one Internet-routable domain name, preferably "norman.k12.ok.us", for no less than the term of the service agreement. The proposed IP address range and domain name should be included in the vendor's proposal. Vendor agrees they will not change the IP address range and/or domain name for the duration of the agreement without prior approval by NPS.

Any non-recurring (e.g., installation & configuration) costs should be described and clearly differentiable from monthly recurring costs.

Projected Needs, Specifications & Administrative Information
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Administrative Information

Your proposal, submitted in response to this RFP, constitutes an irrevocable offer and, when accepted by the Board of Education, constitutes a firm and binding contract.

Evaluation Criteria

- Price
- Migration and Reconfiguration Costs
- Compatibility with Current IP addresses and Domain
- Proximity to Source
- Service Reliability
- References (provide at least two (2) references of recent work with organizations of similar size)

(This affidavit shall accompany the proposal)

**Independent School District #29 of Cleveland County, OK
d/b/a Norman Public Schools
Declaration by Vendor Regarding Prohibition of
Sex Offenders on School Premises**

The undersigned, _____, represents that he/she is the owner or an officer of _____, who has the authority to make this declaration to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders Registration Act or is subject to another state's or the federal sex offender registration provisions.

I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:

It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages.

I further declare that so long as the undersigned performs work or provides services to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools, that the undersigned will at all times comply with the statutory provisions described herein.

Dated this _____ day of _____, 20__

Vendor Name (type or print) _____

Authorized Representative (type or print) _____

Authorized Representative's Signature _____

Federal ID # or Social Security Number _____

Return Declaration to:

**Independent School District #29 of Cleveland County, OK
d/b/a Norman Public Schools
Purchasing Department
131 South Flood
Norman, OK 73069**

(This affidavit shall accompany the proposal)

Business Relationships Affidavit

State Of _____

County Of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, Affiant should so state.)

Subscribed and sworn to before this _____ day of _____ 20__.

Notary Public

My commission expires

(This affidavit required upon contract award)

Contract Affidavit

State Of _____

County Of _____

_____, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit the attached contract to the Board of Education, Norman, Oklahoma. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education, Norman, Oklahoma, any money or other thing of value, either directly or indirectly in the procuring of the contract.

Signature

Subscribed and sworn before me this day:

_____ 20__

Notary Public

My commission expires