Aldine Independent School District

REQUEST FOR PROPOSAL

INTERNET ACCESS
INTERNET ACCESS SERVICE
IN-01-Y12

Internet Access – Internet Access Service

Pre-Proposal Meeting to be held
9/2/08
9:00 am

Aldine ISD Board Room
14910 Aldine Westfield Rd.
Houston, Texas 77032

Proposal Due Date
October 3, 2008, 2 pm

Mail or deliver complete proposal package to:

ALDINE ISD
TECHNOLOGY SERVICES C/O PURCHASING DEPARTMENT
14910 ALDINE WESTFIELD ROAD, HOUSTON, TEXAS 77032-3011
Phone 281-985-7204 Fax 281-985-6166

Aldine Independent School District

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Aldine Independent School District

1.0 INTRODUCTION

The Technology Services Division of Aldine Independent School District ("District") through its Purchasing Department is publishing a Request for Proposal ("RFP") soliciting written Proposals from responsible firms (hereinafter called company, vendor, proponent, or proposer) qualified to provide service.

The District seeks a firm(s) that has experience working with school districts and public entities of similar size.

2.0 NOTICE

The District is requesting these Proposals to address statutory competitive requirements and to determine the most beneficial method of obtaining services for all locations throughout the District. The District, however, may be considering other options separately from this RFP, and notifies each Proposer that the District may or may not enter into an Agreement resulting from this RFP, if at its sole discretion the District determines other methods are in its best interest.

3.0 SCOPE OF SERVICES – (See Attachment A)

4.0 PROPOSAL PROCESS

The following provides information on how and where to submit a Proposal and other pertinent information regarding this RFP. Proposers are required to read and comply with these instructions.

4.1 Issuing Office

This RFP is issued by:

Aldine Independent School District (www.aldine.k12.tx.us/)
Purchasing Department and Technology Services
14910 Aldine Westfield Road, Central Office, Houston, Texas 77032-3011
Phone 281-985-6141 FAX 281-985-6399 (Purchasing Dept.)
Phone 281-985-7204 FAX 281-985-6166 (Technology Dept.) erate_rfp@aldine.k12.tx.us

4.2 Proposal Information

Proposals will be received by the Technology Services Department until October 3, 2008, at 2:00pm. Proposals will not be accepted after this date and time.

Proposals submitted that are not in accordance with the terms and conditions of this RFP will not be considered for evaluation or award.

4.3 Tentative Schedule of Events No Earlier Than:

First Legal Advertisement	8/24/08
RFP Release Date	8/29/08
Second Legal Advertisement	8/31/08
Pre-Proposal Conference	9/2/08
Application 170 Completion Date	9/17/08
Deadline for Questions by	9/24/08
Proposal Due Date (2 pm)	10/3/08

4.4 Pre-Proposal Conference

A Pre-Proposal Conference is scheduled for 9/2/08 at 9:00am, in the Board Room at 14910 Aldine Westfield Rd, Houston, TX. For assistance with directions, contact the Technology Services Department at (281) 985-7204.

Attendance at the Pre-Proposal Conference is not a prerequisite to Proposal acceptance. Proposals will be accepted from Proposers who were not in attendance at this Pre-Proposal Conference, however, attendance is strongly recommended.

4.5 Interpretation of RFP Wording

Interpretation of the wording of this RFP shall be the responsibility of the District. Any verbal statement regarding the RFP prior to the award shall be non-binding.

4.6 Written Inquiries

Proposers may make written inquiries concerning this RFP to obtain clarification of the requirements. Ambiguities or inconsistencies should be brought to the attention of Rose Chavez, (erate_rfp@aldine.k12.tx.us) (281) 985-7204. Inquiries must also be submitted to erate_rfp@aldine.k12.tx.us no later than close of business on the date specified in the Tentative Schedule of Events. Questions received by this deadline, and corresponding answers, will be posted on the web-portal for all vendors. Answers to questions of a general nature will be by issuance of written addenda and posted to the Aldine E-Rate web portal. Transmission and confirmation of receipt of questions is the responsibility of the Proposer(s). Requests for verbal or telephone clarification will be declined and will be non-binding.

All inquiries must include the vendor SPIN number and the E-Rate request number listed on this proposal form – Proposal IN-01-Y12.

4.7 Rights of Aldine Independent School District

The District reserves the right to require additional information from Proposers and to conduct necessary investigations to determine services or product reliability, Proposer performance and to determine the accuracy of Proposer information.

The District reserves the right to revise the Schedule of Events if such revision is deemed to be in the best interest of the District.

4.8 Period of Performance

The period of performance shall begin no earlier than July 1, 2009 and end no later than June 30, 2010 or may be otherwise noted in Attachment A--Scope of Services which will be mutually negotiated in a resulting agreement. The District reserves the right to award multiple vendors.

4.9 RFP Information and Work Conditions

4.9.1 All Proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section 4.6 of this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the Proposer to obtain clarification of any information contained herein that is not fully understood.

4.9.2 The Proposer shall not interfere or disrupt the day-to-day operations of the District, its staff, its students, or other contractors and consultants working for the District.

4.9.3 The Proposer, by and through the submission of a Proposal, agrees to be held responsible for:

- having examined the Request for Proposal and all referenced and applicable decisions of authorities having jurisdiction over the work herein, statutory authority, and local policy;

- having become familiar with the nature and Scope of Services required by the District; and

- identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the District's timeline for completion of the services.

4.9.4 Nothing in this RFP shall relieve the Proposer of the Scope of Services and associated work described within. The Proposer shall, in all cases, be solely

responsible for the performance of all Deliverables in accordance with and resulting contract milestones.

4.9.5 The Proposer MUST take prime contactor responsibility, including the management and performance of any and all subcontractors, products, and services provided.

4.10 Addenda

Only substantive items, as determined by the District, will be addressed in the form of written addenda, which, if issued, will be posted on the District website. Failure of any Proposer to review any such addendum or interpretation shall not relieve the Proposer from any obligations under their Proposal submitted. All addendums so issued shall become part of the contract documents. The District may elect to not respond to all inquiries in this manner.

4.11 Proposal Submission

4.11.1 All information requested must be provided by the Proposer for the Proposal to be responsive.

4.11.2 In order to be considered responsive, all Proposers must organize their Proposal in accordance with the instructions in the Proposal Requirements, Section 4.12 of this RFP.

4.11.3 Exceptions, substitutions and clarifications to the RFP requirements must be clearly stated and described in detail in the Proposal. For all substitutions and clarifications, state the nature of the exception or clarification and any alternate recommendation that will meet the intent of the District in accordance with the instructions in Section 5 Proposal Contents for format requirements.

4.11.4 In the event that a Proposal is provided in which the unit price and the extended price do not agree, the unit prices will prevail.

4.11.5 An authorized officer of the Proposer must sign the Proposal. Signature on the Proposal form will signify agreement and compliance with all requirements set forth in this solicitation except where specifically noted in the written response. In addition, the Proposer's signature on the form will indicate the following:

- All data presented in the proposal is accurate and reliable.
- Information given by the Proposer will constitute good and sufficient cause for rejection of the Proposal.
- Agreement that final payment will not be made until all Services have been completed and required corrections have been made.

- Agreement that all costs, including the costs of subcontractors, either direct or indirect, incurred in the preparation of a Proposal, are the sole responsibility of the Proposer.
- Guarantees that the prices quoted have been established without collusion with other eligible Proposer(s) and without effort to preclude the District from obtaining the lowest possible competitive price.

4.11.6 Each Proposer in submitting a Proposal represents that:

- The Proposer has read and understands the RFP and its Proposal is made in accordance with the Scope of Services. Proposer is familiar with the local conditions under which work is to be performed.
- The Proposal is based upon the materials, labor, systems and equipment required in the RFP.

4.12 Proposal Requirements and Conditions

In submitting its Proposal, Proposer understands and agrees to be bound by the terms and conditions set forth by this RFP:

4.12.1 Submit one (1) signed original and 6 copies of Proposal delivered to Aldine ISD, Techology Services c/o Purchasing Department, 14910 Aldine Westfield Road, Houston, TX, 77032, no later than the submittal deadline. The Proposal shall be identified on the face of its container as follows:

"INTERNET ACCESS – IN-01-Y12 INTERNET ACCESS SERVICE"

4.12.2 No Proposal will be accepted after the date and time stated. LATE PROPOSALS WILL NOT BE ACCEPTED.

4.12.3 Proposers should organize their Proposal in accordance with the instructions in the 5.0 Proposal Content Section.

4.12.4 No oral, telegraphic, digital or facsimile Proposals will be considered.

4.13 Withdrawing Proposals

Proposals deposited with the District can be withdrawn prior to the time set for opening Proposals. Request for non-consideration of Proposals must be made in writing to the E-Rate Manager and received by the District prior to the time set for opening Proposals. The Proposal may not be withdrawn after the Proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that its Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such Proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

4.14 Consideration of Proposals

After Proposals are opened, the Proposals will be evaluated on the basis given in the RFP and as shown in the Proposal. The District reserves the right to reject any and all Proposals, to re-issue the RFP, modify or change the form of the solicitation or any combination thereof, to waive technicalities, or proceed to contract for the services otherwise in the best interest of the District.

4.15 Irregular Proposals

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate Proposals, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

4.16 Rejection of Proposals

The District reserves the right to reject any or all Proposals, and all Proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, for any of the following specific reasons:

4.16.1 Proposals received after the time set for receiving Proposals as reflected on the cover page and in Section 4.12.

4.16.2 Proposal containing any irregularities.

4.16.3 Unbalanced value of any items.

4.16.4 Proposer, any subcontractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District, or where such litigation is contemplated or imminent, in the sole opinion of the District.

4.16.5 Proposal is incomplete, missing forms described within the proposal, or the Proposer does not have SPIN number.

4.16.6 Proposer does not have documented ability to discount or dual billing as required by SLD / USAC. Please see section 6.5.2 on terms of payment.

4.17 Disqualification of Proposers

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

4.17.1 Reason for believing collusion exists among Proposers.

4.17.2 Reasonable grounds for believing that any Proposer submitting a Proposal as a prime is interested in more than one Proposal for the services contemplated.

4.17.3 Where the Proposer, any subcontractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District, or where such litigation is contemplated or imminent, in the sole opinion of the District.

4.17.4 The Proposer being in arrears on any existing contract or having defaulted on a previous contract.

4.17.5 Lack of competency as revealed by pertinent factors, including, but not necessarily limited to, experience, computer hardware and software, equipment, and questionnaires.

4.17.6 Insufficient resources, which in the judgment of the District will prevent or hinder promptly providing of additional services, if awarded.

4.17.7 Proposer does not have documented ability to discount or dual billing as required by SLD / USAC. Please see section 6.5.2 on terms of payment.

4.17.8 Proposer does not have a SPIN number from SLD / USAC.

4.18 Confidential or Proprietary Markings

Responses to this Request for Proposal become the exclusive property of the District. Proposals will be opened by the District so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. Proposals will not be publicly read. After contract award, all Proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each Proposal which are defined by the Proposer as business or trade secrets and are clearly marked as "Trade Secret," "Confidential" or "Proprietary." Trade secrets and confidential information contained in the Proposals and clearly marked and identified as such shall not be open for public inspection at any time.

It is the responsibility of the Proposer to clearly mark and identify all portions of the Proposal that, in the Proposer's opinion, contain trade secrets, confidential information, or other proprietary information. The District recommends the use of the legend "RFP – Confidential," "RFP – Proprietary," or words to that effect on each and every section of the Proposal for which the Proposer claims confidential, trade secret, or proprietary status. Prefacing the entire Proposal with a single confidential or proprietary statement is discouraged and may not constitute sufficient designation of trade secrets and confidential information.

The District shall not in any way be liable or responsible for the disclosure of any such records or Proposals or portions thereof, if they are not clearly marked as "Trade Secret," "Confidential" or "Proprietary," or if disclosure is required by the Texas Public Information Act, or other applicable law or judicial order. If a third party challenges the trade secrets or confidential nature of certain information, it will be the responsibility of the Proposer to defend that challenge.

4.19 Release of Additional Information

All Proposers are hereby advised and through submission of a Proposal agree and release the District to solicit and secure background information based upon the information including references provided in response to this solicitation. Fully descriptive and complete information should, therefore, be provided to assist in this process and ensure the appropriate impact.

The District reserves the right to solicit additional information from each of the Proposers, should the District deem such information necessary.

5.0 PROPOSAL CONTENTS

The following table (Table 5.0) describes the required format and content for the Proposal. The instructions for each section of the Proposal should be considered the minimum for compliance with the requirements of this solicitation. All sections will be included in the order shown below. Failure to adhere to this outline shall have points taken from one or more sections of the decision matrix (see section 6.0) or may eliminate the Proposal from further consideration. (see sections 4.16 and 4.17 for reasons for elimination)

TABLE 5.0
PROPOSAL CONTENTS

Proposal Section	Section Contents
1. Cover Sheet	The cover sheet should include: (1) Company Name; (2) Company Address; (3) SPIN Number; and (4) RFP Identification.
2. Transmittal Letter	The Transmittal letter will be signed by an individual authorized to contractually bind the Proposer responding to this Request for Proposal and include an official offer to undertake the project at the price quoted in your proposal. The letter will state without qualification that the proposal represents the services offered.
3. Form 170	A copy of the original form 170 – Intent to Apply.
4. Form 171	Form 171 is a single sheet form that provides an overview of the proposal and quote. All major parts should be listed on the form along with the appropriate unit and extended price. Please include your quote if space does not allow you to complete the Form 171. Please state, "see attached quote" on the Form 171.
5. Form 186	Form 186 is an overview of the proposal. Form 186 is used by the proposer to indicate if the proposal can / cannot be extended in quantity.
6. Proposal	Specific and detailed description of firm qualifications and proposed methodology to perform required services. See also Scope Section, for additional requirements.
7. Cost Schedule	Completed cost schedule on company letter head including alternate proposal costs and/or multiple year contract pricing, breakdown of costs, and detailed descriptions and purposes.
8. Implementation	Detailed description of the implementation of the project including: (1) Benchmarks; (2) Milestones; (3) Resources required to achieve success; (4) Timeline with Gant or other form of tracking chart; and (5) Description of how the project will work within the framework of Aldine ISD.
9. Procurement Process	Provide documentations for proposed procurement process.
10. Reseller Information	Documentation verifying status as an authorized partner (reseller) for the hardware that your company is quoting.
11. Financial Statement	Most recent audited financial statement and/or other documentation of financial stability.
12. Representations and Certifications	Complete all portions of this form and submit with your proposal and supporting documentation.
13. References	One completed form (blank forms are in attachments).
14. Insurance Accord	Please supply insurance accord as specified in insurance section (Section 6.5.4).

6.0 EVALUATION AND SELECTION PROCESS

6.1 Overview

The District will consider all applicable factors in determining which proposal is in the best interest of the District. The District reserves the right to reject any, all, or any part of the proposals and to accept any advantage considered beneficial to the District. The District reserves the right to waive any information or minor technicalities or to accept any Proposal deemed advantageous to the District.

6.2 Criteria

The following criteria will be used to evaluate each Proposal. A major deficiency in any one area may disqualify a Proposal submission. 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. (See Table 6.0)

TABLE 6.0
EVALUATION MATRIX

Area	Description of Evaluation	Points
Overview	Responsiveness to RFP --Forms and proposal arrived on time	5
	Relevant Public Sector Experience --Has other customers in K-12 sector -- Quality of service -- Service response time	5
	Appropriate experience and ability to interact with the SLD / USAC, Aldine ISD, and other entities needed to complete the project. --Evidence of SLD / USAC Experience	5
Proposal	Ability to support the project during the planning and implementation phases. --Evidence of financial stability --Evidence of support mechanism	5
	Vendor is product certified and has staff certified to implement the proposed solution. --Manufacturer level support --Appropriate staff and resources	5
	Proposed solution is compatible with infrastructure. --Solution is 100% compatible to current systems --Solution can be scaled to our needs --Scaling is adaptable to our systems (without additional costs including training not supported by proposal). (Aldine Staff are Product Certified)	15
	Proposal can be implemented with reasonable retooling or resource commitments from Aldine ISD. --Has Minimal Implementation Needs --Has Minimum Re-tooling Needs	10
	Proposal was complete and included all portions as described in the RFP. Supporting documentation was included where appropriate. Proposal design met the goals, purpose, scope and project specifics as described in the RFP. --Solution implements all RFP requirements (Attachment A) --All Questions answered affirmatively	10
Price	Proposal Cost --Total Cost and Residual Cost	40
	TOTAL	100
Reason Exists to Disqualify the Proposal:		Disqualified Total Points =0

6.3 Opening of Proposal

At the designated time and date, all proposals will be opened and listed. Responses received after opening time will be deemed non-responsive and will not be opened. The proposals will be reviewed by the District evaluation team at a later date and time to ascertain which proposals address all requirements for the Request for Proposal. Proposals determined to be technically non-responsive or not as responsive as other proposals are subject to elimination at this point. The team may interview selected vendors to clarify specific matters presented in the proposals. These discussions will allow the vendor to elaborate on his/her proposal and to request other pertinent information. The evaluation team will use information gained during these discussions and information presented in the proposal to rank vendors in accordance with criteria stated in the Request for Proposal and make their recommendation for award of any resulting contract.

6.4 Award of Contract

Award of contract, if it is awarded, will be made by the District to the Proposer whose Proposal is determined to be the most advantageous to the District, taking into consideration the relative importance of price and other evaluating factors. No award will be made until after investigations are made as to the responsibilities of the Proposers. Further, awarding of the contract is conditional and depended on E-Rate funding and district discretion. In any contract resulting from this RFP, the district retains the right to terminate the contract, in whole or in part, at anytime, for its convenience.

The District reserves the right to solicit additional information from the Proposers, or any one Proposer should the District deem such information necessary.

The Award of Contract may be to one, all, some, or none of the Proposers at the sole discretion of the District.

6.5 Terms and Conditions

6.5.1. Invoices

Aldine ISD's purchase order number(s) and erate contract identifier must appear on all invoices. Supporting documentation of proposed procurement process (i.e. sample invoices) should be included in your proposal. If the Department of Information Resources (DIR) process is different from the normal purchasing process, provide documentation.

6.5.2. Terms of Payment

Terms of payment to the Proposer will be in accordance with the terms of the Agreement based on invoices submitted to and approved by the District. Invoices shall be fully documented in accordance with the Agreement. Invoices must reflect only the amount due for that portion of the services performed, materials and equipment furnished for the period covered by each invoice. Proposer agrees to waive any/all interest charges on overdue invoices. Proposer agrees to invoice by one of the two SLD / USAC invoicing methods, SPI or BEAR, which is specified within Attachment A, Scope of Services. If the SPI

method is selected, the service provider agrees to have sole responsibility for collecting the discounted portion from SLD / USAC. For further information on SPIs and BEARs, please visit USAC's website at: http://www.universalservice.org/sl/providers/step09/default.aspx.

6.5.3. Tax Exempt Status

Aldine ISD is an educational organization and exempt for all city, state, and federal sales and use taxes. However, it shall be understood the Proposer, for its purchase, lease, or rental of a motor vehicle cannot utilize this tax exempt status.

6.5.4. Insurance & Bond Requirements

Contractor shall not commence work until all required bonds (Sec. 14) and insurance coverage (Sec. 8) have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACCORD form shall be issued to the District showing all required insurance coverage.

6.5.5. Venue

This contract shall be enforceable in Harris County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Harris County, Texas.

6.5.6. Performance Time

Time is of the essence in the performance of services detailed in this RFP. The District considers time to be that period elapsing from the date the Notice to Proceed (Sec. 6.6.1) is issued until the Proposer begins providing the necessary work and services to be performed as part of the Scope of Services.

6.5.7. Questions

If you have any questions regarding the preparation of your Proposal, you may contact the E-Rate manager at (ERATE_RFP@aldine.k12.tx.us) 1617 Lauder Rd, Houston, Texas 77039 as stated under "Written Inquiries – Section 4.6" herein.

6.5.8. Notice of Delays

Whenever the Proposer encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes, service interruptions, or other), the Proposer shall immediately give notice thereof in writing to the District, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

6.5.9. Force Majeure

Proposer shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado, or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately

give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

6.5.10. Termination

The District retains the right to terminate any contract resulting from this RFP at its exclusive option and at no further cost or obligation to itself for reasons of Proposer's failure to perform satisfactorily in the following areas:

- Quality of service
- Fulfillment of other contractual commitments or requirements.

Such termination action will be enacted only after the Proposer has been notified in writing by the District of its dissatisfaction and the Proposer has been given, in the District's opinion, reasonable time to correct the matter of dissatisfaction.

6.5.11. Termination for Convenience

In any contract resulting from this RFP, the District retains its right to terminate the contract, in whole or in part, for its convenience.

6.6 General Performance Requirements

6.6.1. Performance shall commence upon execution of the contract signed by the Superintendent of Schools or designee and a written Notice to Proceed recognized a signed district purchase order will initiate the project. Thereafter, all work shall be coordinated, reviewed, and approved by the district representative, or designee.

6.6.2. The scope of this contract and requirements of the District as described in the RFP and Proposal shall not be considered as binding on the District, and the Scope of Services awarded actually may be less than or greater than those projected.

6.6.3. Proposer warrants that all services performed under any resulting contract will be of the type and quality specified, and the District may reject and/or refuse services, which fall below the quality specified in the RFP and resulting contract.

6.6.4. Failure by the Proposer to make reasonable progress in accordance with the approved performance schedule shall entitle the District to seek services from alternate sources wherever available, with the right to seek reimbursement from the Proposer for amounts, if any, paid by the District over and above the contract price.

6.6.5. All services performed under this contract, as required by the RFP shall be performed in the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract.

6.6.6. Failure of the Proposer to fully comply with the terms and provisions of this contract shall constitute grounds for declaring the Proposer in default of the contract.

6.6.7. The Proposer agrees that should the District enter into an agreement as a result of this proposal, that the Proposer agrees that the District is a valued and substantial customer of

the Proposer, and agrees that the District shall enjoy a "most favored customer" status, able to change rates, equipment, and participate in promotional activities of the Proposer at an equal rate to the lowest rates given to governmental, public, or individuals.

6.6.8. Re-negotiation of rates, payments, and other necessary or desirable changes in a resulting agreement will take place between the District and Proposer at a place and time convenient to both. Notwithstanding, no increase or decrease in rates or payments may be made without written consent of both parties, and countersigned by the appropriate designated representatives.

7.0 INDEMNIFICATION

To the fullest extent permitted by applicable law, the Proposer and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District, and their respective officers, directors, members of the board, partners, employees and agents (Collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (Collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Proposer or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provision of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnitees has by law.

Proposer shall protect and indemnify the District from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Proposer or by the District at the direction of Proposer of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify Proposer and Proposer shall be given full opportunity to negotiate a settlement. Proposer does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with Proposer and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

8.0 INSURANCE

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

8.1 The Proposer must agree to hold the District harmless from any liability that may occur as a result of the Proposer's actions and provide the District's Technology Services Department a certificate of worker's compensation coverage for its employees.

8.2 All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

8.3 The District shall be shown as "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Umbrella and the Property insurance policies. Evidence must be included in Certificates of Insurance. All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided. .

8.4 All insurance certificates shall obligate the insurance company to notify the District of any non-renewal, cancellation or material change to any of the policies at least 60 days prior to the effective date of the non-renewal, cancellation or change.

8.5 Contractor shall be responsible for all deductibles; the District shall approve the deductibles selected.

8.6 The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by District based upon changes in statutory law, court decisions or potential increase in exposure to loss.

Certificate Holder:
Aldine Independent School District
c/o Technology Department, Ms. Rose Chavez
14910 Aldine Westfield Road
Houston, TX 77032
E-mail: rchavez@aldine.k1.tx.us

See following insurance table 8.0.

8.0 INSURANCE TABLE

Insurance Required	Limit Required
Automobile Liability insurance covering Any Auto	$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.	$1,000,000 Aggregate, Occurrence and Personal Injury $ 500,000 Fire Damage $ 5,000 Medical Payments Per Project Aggregate
Professional Errors & Omissions Liability insurance may be required from all contractors, licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, etc.	$1,000,000 Occurrence & Aggregate Retroactive Date preceding date of contract must be shown Extended Reporting Period two years past completion of contract
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act	Statutory Limits
Employers Liability insurance	$1,000,000.
Umbrella or Excess Liability insurance	One times contract amount for all contracts exceeding $100,000, up to $25,000,000 total limit; $1,000,000 minimum.

Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided and the total required limits are afforded.

All Risk Property Insurance shall be required for any contract or work when property of the District is at risk or in the care, custody and control of the Contractor. Builders Risk insurance shall be required for all construction contracts requiring a bond. All Property insurance shall include coverage against the perils of Flood and Earthquake. (Installation Floater may be substituted when contract involves installation only.)	Contract Limit Permission to Occupy must be granted.

9.0 CONTRACT DEVELOPMENT

This RFP, and all supplemental information issued in response to questions raised pursuant thereto, will be a binding part of the final contract entered into by the selected Proposer and the District unless expressly excluded in the final agreement between the District and the Proposer.

10.0 INDEPENDENT CONTRACTOR STATUS

Proposer recognizes that it is engaged as an independent contractor and acknowledges that the District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Proposer, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the District by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the District, including, but not limited to, unemployment insurance benefits, social security coverage or retirements benefits. Proposer hereby agrees to make its own arrangements for any such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

11.0 COMPLIANCE WITH LAWS

In the execution of the contract, the Proposer must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, environment, equal employment opportunity, safety and minimum wages. The Proposer shall make itself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless Aldine ISD and the Board of Education and its official and/or contractual representatives against any claim arising from violation of any such law, ordinance or regulation by itself or by its subcontractors, or suppliers at any tier, or its employees. When requested, competent evidence of compliance with applicable laws shall be furnished.

The Proposer shall cooperate with applicable city or other governmental officials at all times where their jurisdiction prevails. The Proposer shall make application for any permits and permanent utilities, which are required for the execution of the contract.

12.0 RIGHT TO AUDIT

At any time during the contract and for a period of five years thereafter, the District or a duly authorized audit representative of the District, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Proposer's records and book relevant to all services provided under this contract. In the event such an audit by the District reveals any errors/overpayments by the District, the Proposer shall refund the District the full amount of such overpayments within (30) days of such audit findings, or the District, at its option, reserves the right to deduct such amounts owing the District from any payments due the Proposer.

13.0 ACCESS TO DOCUMENTS

To the extent applicable to this procurement, in accordance with applicable public law, Proposer agrees to allow, during and for a period of not less than (5) years after the contract term, access to

this contract and its books, documents, and records; and contracts between Proposer and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, other governmental investigative agency, or their duly authorized representative(s) legally authorized to investigate alleged fraud, overcharge, or other diversion of funds from a public school district receiving federal and state public funds.

14.0 PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Requirements for bonds will be determined on a per-contract or per order basis after awarded vendor(s) have been established. No performance bond is required with the submission of proposals. The contractor shall furnish to the District prior to contract execution, the following bonds payable to the District:

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

Construction, installation and service contracts (including repair and alteration) exceeding $25,000 require that 100% Performance and Payment Bonds be furnished by the successful bidder (contractor). All such bids must include a 5% Bid Bond.

Non Construction and non installation or service contracts exceeding $25,000 require that a 100% Supply Bond be furnished by the successful bidder (contractor). Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- VIII and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570). The contractor shall absorb any and all costs of such Bonds.
Each of the above-described bonds shall be executed by the contractor and one corporate Surety authorized to do business in the State of Texas and acceptable to the District. The Surety shall designate an agent resident in Houston, Texas, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety-ship. The contractor shall be required to absorb any and all costs of said bonds.

The District shall forward bond forms to successful Proposer.

15.0 FORMS AND ATTACHMENTS

A copy of all forms and attachments are available on Aldine ISD website, and are available for download. Additional information including samples, diagrams, and questions and answers have also been posted to the Aldine ISD website. www.aldine.k12.tx.us/erate

Notice: Aldine Independent School District does not discriminate against persons because of race, creed, national origin, age, sex, disabilities, economic status or language disability in employment, promotion or educational programming. Any complaints or grievances which cannot be solved at campus level through the principal may be submitted in writing to Priscilla Ridgway, Assistant Superintendent of Curriculum and Instruction, 14910 Aldine Westfield Rd., Houston, TX 77032

ATTACHMENT A
SCOPE OF SERVICE
IN-01-Y12 INTERNET ACCESS SERVICE

Type of Service: Internet connectivity for all locations originating from a single point

Scope of Service: Internet access service is for all campus and administrative locations. Service providers should propose internet access and connectivity from proposer's location to Aldine ISD's Annex located at 1617 Lauder Road.

Specific Deliverables: Service must include:

- Pricing for 200 Meg of internet access per month
- Detailed problem resolution to include contact information, repair, and maintenance plans
- Ability to provide the connection from your location to Aldine ISD's Annex located at 1617 Lauder Road
- Any connections provided between ISP and Aldine must have Ethernet hand-off to Aldine ISD
- Guarantee up-time of no less than 99.999%
- Require Class C IP addresses
- Include a diagram depicting the traffic, routes, and line capabilities from Aldine ISD termination point to the internet
- Must quote a 1 year contract with a 3 year contract option

Period of Performance: The Period of Performance shall begin no earlier than July 1, 2009 and end no later than June 30, 2010 with an optional contract period of July 1, 2009 and end no later than June 30, 2012. The District reserves the right to award multiple vendors.

Project Purpose: The purpose of the proposed project is to provide Internet Access to Aldine ISD.

ATTACHMENT B
LISTING OF CLIENTS

Please complete this form and submit with your proposal. A minimum of three clients should be included.

Company Name		
Address		
Contact Name	Phone	E-mail
Company Name		
Address		
Contact Name	Phone	E-mail
Company Name		
Address		
Contact Name	Phone	E-mail

ATTACHMENT C
REPRESENTATIONS AND CERTIFICATIONS

Please complete all portions of this form and submit with your formal quote and supporting documentation.

1.0 TYPE OF BUSINESS

(a) The offeror represents as part of its offer that it operates as (Mark with an "X"):

- ☐ An individual
- ☐ A partnership
- ☐ A sole proprietorship
- ☐ A corporation
- ☐ Another entity _____.

(b) If incorporated, under the laws of the State of: _____.

2.0 CONTINGENT FEE

(a) Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

- ☐ Has
- ☐ Has not

employed or retained any company or persons to solicit or obtain the contract, and (Mark on with an X)

- ☐ Has
- ☐ Has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) The offeror agrees to provide information relating to (a) above, as requested by the Assistant Superintendent of Finance and, when any item in subparagraph (a) is answered affirmatively, to promptly submit to the Assistant Superintendent of Finance a completed "Statement of Contingent or Other Fees."

3.0 NO FELONY CONVICTION REPRESENTATION

(Section 44.034, Subsection (a), of the *Texas Education Code*, the undersigned offeror certifies that the person or owner or operator, including employees or agents of the business entity named in this proposal or contract, have not been convicted of a felony, unless a completed "Felony Conviction Notification Form" from the Purchasing Department is attached as an Exhibit to the Offer.

The offeror agrees to comply with all applicable state laws and Board policies regarding criminal background checks. Before entering into a contract with the District, Proposer must give notice if the Proposer or any personnel has been convicted of a felony, as defined by Texas law, from District property where students are regularly present.

Employee or agent includes as example, but not by way of limitation, persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) including all persons or entities performing all or part of the services the Proposer has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, owner-operators, employees of any such entity that furnishes persons to provide services on the project.

Services include, without limitation, providing the hauling, or delivering of equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. The District shall have the sole discretion to determine what constitutes a "location where students are regularly present." Proposer's violation of this section shall constitute a default under the General Terms and Conditions of the contract.

4.0 COVENANT AGAINST GRATUITIES

The offeror represents and certifies as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities valued at $25.00 or more (in the form of entertainment gifts or otherwise) directly or indirectly to any director, officer, employee, or agent/consultant of the District with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

5.0 PARENT COMPANY INFORMATION

(a) The offeror represents as part of its offer that is (Mark one with an "X"):

☐ Is
☐ Is not

Owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means a parent company must own more that 50 percent of the voting rights in that company.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's identification Number here: _____

(c) If the offeror is owned or controlled by a parent company, it shall enter in the space below the name and main office address of the parent company and the parent company's Employer Identification Number.

Name of Company:
Main Office Address:
Telephone Number:
e-Mail Address:
Parent Company's Employer's Number:

6.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) above.

(2) He (i) is not the person in the offeror's organization responsible for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, not attempt has been made to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition and will not participate, in any action contrary to (a) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a) above.

7.0 CERTIFICATION OF NON-COLLUSION

The undersigned certifies that he or she is duly authorized to execute this contract on behalf of offeror and that the undersigned and the company, corporation, firm, partnership, individual, or other entity for whom the undersigned provides this certification has not prepared its proposal, offer, or proposal in collusion with any other proposer, offeror, competitor, any other entity engaged in the business being transacted, or any District employee or representative. The offeror certifies that the contents of the offer or proposal submitted as to prices, terms or conditions of said proposal have not been communicated by the offeror, its employee, or agent to any other person engaged in the type of business being transacted prior to the official opening of this proposal.

8.0 COMMUNICATIONS CERTIFICATION

(a) All oral and written communications with the District regarding this solicitation shall be exclusively with, or on subjects and with persons approved by, the person identified on Block 4 of the solicitation cover sheet. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information, or otherwise create the appearance of impropriety or unfair competition, and thereby compromise the integrity of the District's procurement system.

(b) By submission of this offer, the offeror certifies that it has not, and will not, prior to contract award, communicate orally or in writing with any District employee or other representative (Including Board of Education members, District contractors or District consultants) other than the individual or person(s) and subjects approved by the individual, named on Block 4 of the solicitation, except as described below: (CHECK "NONE" IF OFFEROR HAS NOT HAD ANY PROHIBITED COMMUNICATIONS. Describe communications in the table below if offeror has had any communications with the persons described above)

☐ None

Name of District Representative	Date and Subject

(c) These Representations and Certifications are material representations of fact upon which reliance will be placed at the time of the awarding of a contract. If it is later determined that the offeror knowingly rendered an erroneous Representation or Certification, in addition to any other remedies the District may have, the District may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the District in the future. In addition, a false entry could be a violation of the *Texas Penal Code*, Paragraph 37.10. **Offeror signs under the pains and penalties of perjury.**

9.0 SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

Name of Offeror:
Main Office Address:
Telephone Number:
e-Mail Address:
Signature:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION REQUIRED BY THE SOLICITATION (INCLUDING THIS ATTACHEMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE. A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE DISTRICT MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE *TEXAS PENAL CODE*

FORM 170
INTENT TO APPLY

Please complete all portions of this form for each e-rate project.

E-Rate Project Identifier	E-Rate Project Title		
Vendor Name (Company)			
Vendor Address			
City	State	Zip-Code	SPIN Number
Vendor Contact			
Title			
Vendor Telephone Number	Alternative Phone Number	Fax Number	
E-Mail Address			
Short description of the solution you will propose			

FORM 171
PROPOSAL

Please complete all portions of this form for each e-rate project.

E-Rate Project Identifier	E-Rate Project Title

Vendor Name (Company)	Complete Address
_____	

Quote is for:	Single	Site	Package
	❑	❑	❑

❑ Please check this box if you are going to attach a detailed itemized quote that contains the fields below.

	Part Number	Description	Unit Cost	Qty.	Extended
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
		TOTAL			

PROJECT DESCRIPTION/RESOURCES TO BE APPLIED

Aldine Independent School District
Broad Prize 2004 and 2005 National Finalist

Producing the Nation's Best

FORM 186
CERTIFICATION AGREEMENT

Please complete all portions of this form for each e-rate project.

E-Rate Project Identifier	E-Rate Project Title

Vendor Name (Company)	Complete Address

For your proposal to be considered, all components listed below must be completed and submitted by the date specified on the request for proposals page.

- ☐ Cover Sheet
- ☐ Transmittal Letter
- ☐ Form 170
- ☐ Form 171
- ☐ Form 186
- ☐ Proposal
- ☐ Cost Schedule
- ☐ Implementation
- ☐ Procurement Process
- ☐ Reseller Information
- ☐ Financial Statement
- ☐ Representations and Certifications
- ☐ References
- ☐ Insurance Accord

Quote Type:	Quote Value Per Site	List of Sites if Required
☐ Single Site	_____	
☐ Entire District	_____	
☐ Multiple Entities w/Identical Value	_____	
☐ Specific Entities w/Individual Values	_____	

Quote Restrictions:

- ☐ Aldine may add additional site to the quote list at the per-site value.
- ☐ Aldine Independent School District may remove components from the quote.
- ☐ Aldine Independent School District may not alter the quote in any form.

I _____ representing _____ give Aldine Independent School District permission to convert this quote into a contract pending funding. The quote can be used for e-rate commitments for a period of one (1) year from the date of SLD funding. My signature also indicates the information listed on the Form 170, Form 171 and this form is accurate.