

NOTICE TO BIDDERS



Ogallala Public School District (OPSD)
Ogallala High School (OHS)

Bid No. 2024-OPSD-OHS-CABLING-RFP

E-Rate Eligible Cabling

MILESTONE	DATE
RFP & E-RATE 470 POSTING	February 6, 2024
REQUIRED WALKTHROUGH	February 16, 2024, at 11:00am MST
QUESTIONS DUE	February 19, 2024, by 9:00am MST
Q/A RESPONSE POSTED	February 20, 2024
BID DUE DATE	March 19, 2024, by 5:00pm MST
NOTICE OF AWARD	By March 20, 2024

Deadline for Receipt of Proposals:

Proposals will be accepted electronically by email to joshuajerome@opsd.org with the subject line “**Bid No. 2024-OPSD-OHS-CABLING-RFP Response**”.

Maximum file size: 25 MB. Multiple emails may be sent for each submittal if the total of attachments is greater than 25 MB. Bid proposals received later than the designated time and date will not be accepted. **Facsimile (FAX) copies of the bid will not be accepted.**

Requests for Information:

Any questions relative to the proposal regarding documents, discrepancies, omissions or doubt as to meanings should be directed to Joshua Jerome, Director of Technology, via email at joshuajerome@opsd.org , within the timeframe indicated in the response timeline.

Mandatory Walkthrough:

The walkthrough will start at **Ogallala High School, 602 East G Street, NE 69153 on February 16, 2024 at 11:00am MST**. This walkthrough will be mandatory. Failure to attend the walkthrough could be considered grounds for disqualification. Walkthrough will take approximately 2hrs. Attachment A mentioned below will be distributed at the walkthrough.

All wishing to attend the walkthrough please email Joshua Jerome at joshua.jerome@opsd.org with your company and contact information by **February 15, 2023**.

Selection Criteria:

Selection Criteria	Total Points
Eligible Prices/Charges	up to 30
Understanding of Needs	up to 15
Prior Experience	up to 15
Local Vendor	up to 15
Proposal Quality	up to 15
Client References	up to 10
Overall Ranking	Perfect = 100

TERMS AND CONDITIONS

PROPOSAL EVALUATION – Proposals will be evaluated based on price as the primary factor.

THE BID – All items on the form should be stated in figures and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.

DEFINITIONS – Responsible; a bidding party possessing the skill, judgement, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all the specifications set forth in the request for bids.

NAME AND NATURE OF BIDDER'S LEGAL ENTITY – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids but may not be withdrawn for a period of ninety (90) days after the opening of bids.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the district.

BID NEGOTIATIONS – A bid response to any specific item of this bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Errors may be crossed off and corrections made prior to bid due date only and must be initiated in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the district for as long as the lower prices are in effect, but at no time shall the prices charged the district exceed the prices bid. The district shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Keith County for products listed herein.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the district’s sample or the sample furnished by the bidder(s) and accepted by the district. Materials or supplies which, in the opinion of the district, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the district premises at the bidder’s expense.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption for the contract. The needs of the district may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The district shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The district reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

ACCEPTANCE OR REJECTION OF BIDS – The district may purchase an individual item or combination of items, whichever is in the best interest of the district, provided also that bidder(s) may specify that the district’s acceptance of one item shall be contingent upon the district’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

AWARDS – The district reserves the right of determination that services bid meet or do not meet bid specifications. Further, the School Board reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

DEFAULT BY CONTRACTOR – The district shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the district may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the district at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the district from the bidder or deducted from any funds due the bidder.

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Ogallala Public School District.

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes payable by the district and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The district shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized district Representative.

MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the district.

B. Binding Effect – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and district and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless **Ogallala Public School District**, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the district, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the district.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of Nebraska. Venue shall only be with the appropriate state or federal court located in Keith County.

J. Permits and Licenses – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

K. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the district, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

L. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the district.

N. Anti-discrimination - In connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and Nebraska laws. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Product Shortages – If the successful bidder is unable to supply any product listed herein, the district may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

SCOPE OF WORK:

The Ogallala Public School District is seeking a vendor to provide structured wiring/cabling to include but not limited to the following below:

Attachment A will be distributed at mandatory walkthrough

- All service projects will require labeling of panels and drops following OPSD conventions.
- Color coded patch cables required following OPSD conventions.
- **Work may not begin until after May 23th, 2024, and all work must be completed by August 2nd, 2024.**
- Ogallala High School
 - Supply, install and terminate approximately **375** CAT6A network drops (see attachment A for additional information)
 - Supply, install fiber between network closets (see attachment A for additional information)
 - Walkthrough required for details.
 - Remove and properly dispose of abandoned wiring.
 - See attachment A for additional information.
 - Commscope Certification required.

Testing, Documentation and Deliverables

- Testing by Vendor. See additional testing requirements in Attachment A.
- Vendor will provide final test documentation as indicated in Attachment A.
- Prior to project closure, Vendor will provide as-builts as listed in Attachment A.

Vendor Responsibilities

- Assign a single primary point of contact for project oversight, scheduling of Vendor resources, and communication.
- Ensure work crew accountability per scheduling with the district.
- Upon completion of all wiring/cabling work, provide test documentation and as-builts for all facilities and floors.
- IDF/MDF and jack locations will be labeled using a methodology agreed upon by Vendor and the district.
- Removal of parts/materials debris such as cardboard boxes, materials packaging, etc. from the location with disposal at Vendor facility.
- Removal of abandoned wiring/cabling when that wiring/cabling is required to be removed to make space for new wiring/cabling with disposal at Vendor facility.
- Storage space for parts/materials during wiring/cabling work will be designated by the district for each location when work is pre-scheduled.
- If changes are required during the course of this project, a change order will be provided, and work will continue only upon approval of such change order.
- All questions during wiring/cabling work will be directed to the designated point of contact.

- Warrant installation performed against defects in materials and workmanship for a period of 3 years for CAT6A.
- Materials to include CAT6A cabling, patch panels, wall jacks, and wall plates will be aligned with current district standards.
- And other responsibilities listed in Attachment A.
- Ensure district Covid-19 protocols are met which may include screening and face mask use.

District Responsibilities

- Designate a single point of contact for project oversight, scheduling of Vendor wiring/cabling work crews, and Vendor questions and/or communication.
- Coordinate, schedule, and provide access to facilities for Vendor work crews.
- Designate area for storage of parts/materials during wiring/cabling work.
- Provide Vendor information on installation location for all new modular patch panels and Floor/Wall mount Racks/Brackets for MDFs/IDFs at each facility.

APPENDIX 1: E-Rate Addendum

To be signed and returned with bid response.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of contract(s) and/or E-Rate funding approval is obtained, the district may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the district.

2) SERVICE PROVIDER REQUIREMENTS

The district expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2024.

f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as "E-Rate Eligible". Noneligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. In the event of questions during an E-Rate pre-commitment review, post commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

i. The awarded Service Provider is required to send copies of all forms and invoices to the district prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the district placing the vendor on an "Invoice Check" with USAC.

<http://usac.org/sl/applicants/step06/invoice-check.aspx>.

j. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP").

Further details on LCP may be obtained at USAC's website: <http://usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of the lowest corresponding price.

d. This offer is in full compliance with USAC's Free Services Advisory <http://usac.org/sl/applicants/step01/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-Rate eligible goods and/or services requested in this bid shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- Rules for category two non-recurring services permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of the funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

a. Invoice process will be solely up to the district. If the district so chooses to proceed with the Service Provider Invoice Process (SPI), the Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474. The district will only be responsible for paying its non-discounted share of costs. The maximum percentage the district will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the district shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the district decide that it is in the best interest of the district to file a Form 472, the district will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the district will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The district, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the district may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The district shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-Rate Supplemental Terms and Conditions, am fully **compliant and intend to cooperate with the E-Rate process as outlined above.**

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____