



DURANT INDEPENDENT SCHOOL DISTRICT

1323 Waco Street, Durant Oklahoma 74701

(580) 924-1276 Phone

(580) 924-6019 Fax

INVITATION TO BID

Bid # 200420

WAPs, Wireless Controller and related components

District Request for Proposal documents are available via download at:

<http://www.durantisd.org/index.php/district/rfpsurplus> or may be requested via email from the district.

Sealed proposals for the supply of wireless access points, wireless controller and related components will be received by the Durant Independent School District until **12:00 PM local time on January 7,**

2021 at the office of the Business Manager located at 1323 Waco Street, Durant, OK 74701, at which time Bids will be publicly opened and read aloud.

Bids may be submitted in person or by mail addressed to:

Durant Independent School District
Attn: Duane Merideth, Superintendent
1323 Waco Street
Durant, OK 74701

All bids must be received prior to the bid opening time and all late bids will be disqualified, will not be considered in the evaluation, and will be returned unopened. Any bid may be withdrawn prior to the above scheduled opening time.

All bids must be clearly marked with the name and address of the person, firm or corporation submitting a bid. All proposals must be sealed in an opaque envelope and plainly marked on the exterior of the envelope:

“Durant Public Schools – Bid Package #200420 Enclosed”

Durant Independent School District reserves the right to accept or reject any or all bids, waive any informalities or technicalities therein, and to award in part or in the entire as they deem best serves the interest of the Durant Independent School District.

Sealed bids are requested in terms of net delivered prices as per the Bid Conditions and Specifications.

All submittals **MUST** be properly filled out and duly executed on the Official Bid Form with all spaces completed by the bidder. Any bid not submitted in this manner may be rejected.



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GENERAL BID CONDITIONS AND INSTRUCTIONS

I. GENERAL

A. AWARD OR REJECTION

Bidders shall prepare their submission in compliance with the instructions in this package and **ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORMS PROVIDED IN THIS PACKAGE**. Failure to do so may result in disqualification of your bid.

Durant Independent School District (the "District") reserves the right to reject any or all bids. Bid award will not necessarily be made on the basis of price alone; suitability to purpose, design, quality, past service, ability of vendor to deliver in a timely manner, or any other factor deemed to be in the best interest of the District may also be considered. The District shall be the sole judge of these factors. In all instances, the decision rendered by the District shall be final and not subject to contest by others.

The award of the bid(s) will be made on a TOTAL BID BASIS or by individual bid packages. Each Bid Package Price offered shall include all costs associated with freight, delivery.

Quantities ordered will meet or exceed quantities specified. Prices will be subject to renegotiation if quantities ordered are less than specified.

Bids shall remain open and valid and subject to acceptance for thirty (30) days after opening date unless otherwise stipulated.

B. WAIVER

The District reserves the right to waive any irregularities held to be within the scope of the law.

C. INTERPRETATIONS OR CHANGES

Changes, by the district, in the model specified for quality level purposes and/or specifications presented in the bid package shall be made by written notice of change and will be e-mailed to vendors holding contract documents. All changes will become part of the purchase order contract by this reference, and all bidders shall be bound by such change, whether or not it was received by the bidder.

Should a Bidder find discrepancies, errors, or omissions in the documents, the bidder shall notify the District no later than ten (10) days prior to the date of the bid opening.

D. WITHDRAWL OF BID

Bids may be withdrawn by the vendor, prior to the stated time of opening, but may not be withdrawn for a period of thirty (30) days.

E. FORCE MAJEURE

The parties to any enduring purchase order contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, strike, loss or shortage of transportation, facilities, lockout, power failure or reduction, commandeering of materials, products, plants, or facilities by the government, provided that: Satisfactory evidence thereof is presented to the District, and provided that it is satisfactorily established that the non- performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in the purchase order contract shall be adjusted by a period of time equal to such time lost because of the stated condition.

F. TECHNICAL SPECIFICATIONS AND DRAWINGS

All Bid Proposal Forms and all related data that are to be included in your bid are included with this package as received.

It is the bidder's responsibility to obtain and verify all information required to bid, prior to submission of your bid. To claim you did not know or did not understand is unacceptable.

No objections with regard to the application, meaning, or interpretation of these specifications will be considered after the closing date of subject bid.

G. VERIFICATION

The successful vendor(s) shall furnish, deliver, and verify the proper functioning of the units in the quantities as designated by the District purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the specifications or the sample furnished by the bidder and accepted by the District. Materials or supplies which are not in accordance and conformity with such specifications shall be rejected.

H. PURCHASE ORDER

The successful bidder(s) shall be furnished a purchase order with the School District's billing instructions on the purchase order. If multiple purchase orders are required, the total of all purchase orders shall equal the bid total.

I. ASSIGNMENT

The Bidder shall not assign or transfer any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

The District will pay 85% of invoiced amount upon delivery of 100% of the equipment and for each phase in the event the project requires multiple phases. The District reserves the right to withhold 15% of the invoices amount until a "Punch List," provided by the successful bidder, has been completed and signed off by the District (i.e. Protection against Freight Claims, etc.).

II. QUALITY

Bids are requested on this inquiry in accordance with brands, specifications, and/or testing as indicated in the written Specifications.

III. SERVICE

A. BIDDER REFERENCES

Bidding firms that have not done projects for Durant Public Schools must ensure the bid is accompanied by a history of the bidding firm and three (3) customer references (include name and phone number of contact person or persons) to help indicate the bidder's fitness as an acceptable source for this equipment and their ability to provide service for any awarded items.

B. SERVICE RESPONSE

Bidder must be available to respond to the District's request for service by physically being at the school's site within 24 hours of the request.

Successful bidder MUST have a Project Management Team to oversee the process from order entry and delivery to replacements due to freight damage.

*The Project Management Team shall be responsible for: tracking all awarded products through the manufacturing process; regularly updating the project time line via telephone, e-mail, or fax (District's communication preference) – track all carriers to assure an on time pre-scheduled delivery; contracting with professional delivery service.

C. DELIVERY

Delivered products shall be shipped for inside delivery and coordinated with the District. over a 25-day work window.

IV. PRICING

A. SUBMISSION

All bids shall be submitted in a sealed envelope and delivered to the District marked "Durant Public Schools –Bid Package #200420 Enclosed, Attn: Duane Merideth, Superintendent, 1323 Waco Street, Durant, OK 74701".

Bids received after January 7, 12:00 PM 2021 will be returned unopened.

Bids shall be clearly marked on the outside of the envelope, along with the time the bid is due.

All prices or notations must be typed, written in ink or computer generated on the Form of Proposal provided. Any corrections that are made must be made before the proposals are opened. No oral or telegraphic modifications will be considered.

Bids must meet the attached specifications. Any exceptions and/or modifications must be noted and fully explained. No exceptions.

B. TAX

Bid prices should NOT include sales tax. The District is exempt from the payment of Federal Excise Taxes and Oklahoma Sales Tax. The District shall provide a Tax Exempt Certificate to the winning bidder.

C. ADDITIONAL CHARGES

No charge of containers, packing or any other purpose will be allowed over and above the prices bid.

V. DELIVERY

A. FREIGHT CHARGES

Prices shall be FOB Destination/ District campus located at 1323 Waco Street, Durant, OK. 74701

B. FREIGHT DAMAGE

The bidder is responsible for the filing of all Freight Damage related claims. The District has up to ten (10) days after delivery of awarded products by the freight carrier in which to notify the bidder of said damage. All freight damage is the sole responsibility of the bidder, and the District is exempt from any replacement costs and/or **paperwork** due to said freight damage.

VI. HOLD HARMLESS AND INDEMNITY

A. INSURANCE

The District reserves the right to require evidence of Public Liability Insurance in an amount not less than \$1,000,000.00 for one (1) person injured in and one (1) accident, naming the District, its officers or agents, as an additional insured. A Certificate of Insurance will be required in such cases.

B. SAFETY

All equipment and supplies furnished shall meet all applicable regulations of the prevailing codes and applicable safety regulations of the Division of Industrial Safety of the existing State Health and Safety Codes.

C. DEFENSE

The vendor shall assume the defense of and shall pay, indemnify, and save harmless the District, its agents and employees, from all suits, actions, claims, damages, losses, and costs of every kind and description to which they or their agents or employees may be subjected by growing out of any act of commission or omission by the vendor, its agents or employees, or its subcontractors.

Said defense will be applicable in connection with any activity, including any removal, relocation, construction, installation, maintenance work, service or operation being undertaken or performed by or for the vendor whether on or off the site or any portion thereof, whether such suits, actions, claims, damages by its agents and employees, or by other persons, corporations, or legal entities to whom the District or its agents and employees may be liable.

D. ASSIGNMENT

The bidder shall not assign or transfer by operation of law or otherwise any or all of these rights, burdens, duties, or obligations without the prior written consent of the surety on the contract bond and the District.

The undersigned acknowledges receipt of these General Bid Conditions and Instructions and understands that the District's Board of Education reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding process.

I acknowledge receipt of addendums, if any, as follows:

Name of Company: _____

Address: _____

Signed by: _____

Title: _____

Date: _____



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EQUIPMENT Specifications
Durant Public Schools
E-Rate Bid Package #200420
WAPs, Wireless Controller and related components

General Specifications For Items

Summary

This project is to refresh/expand wireless access points, wireless controller and related components and is contingent upon receiving E-rate funds. All equipment must be compatible with existing infrastructure including Cisco 5508 Wireless Controller, Cisco Prime Infrastructure and Cisco 3850 switch stack configurations.

See Attachment 1 for Cisco or Equivalent Equipment Specifications

	Qty	Description
George Washington Elementary	48	Cisco Catalyst 9120AX Series or equivalent Access Point
Durant Middle School	17	Cisco Catalyst 9120AX Series or equivalent Access Point
Durant Public Schools	1	Cisco Catalyst 9800-40 Wireless Controller or equivalent
	315	Cisco Catalyst 9800-40 Wireless Controller License or equivalent (3 year)



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Form of Proposal
Bid Package 200420
Wireless Access Points

QTY	DESCRIPTION	TOTAL COST per SITE
	George Washington Elementary	\$

COST FOR WIRELESS ACCESS POINTS (ELIGIBLE)	\$
COST FOR WIRELESS ACCESS POINTS (INELIGIBLE)	\$
TOTAL COST WIRELESS ACCESS POINTS	\$

Bidder's Name:



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Form of Proposal
 Bid Package 200420
 Wireless Access Points

QTY	DESCRIPTION	TOTAL COST per SITE
	Durant Middle School	\$

COST FOR WIRELESS ACCESS POINTS (ELIGIBLE)	\$
COST FOR WIRELESS ACCESS POINTS (INELIGIBLE)	\$
TOTAL COST WIRELESS ACCESS POINTS	\$

Bidder's Name:



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Form of Proposal
 Bid Package 200420
 Wireless Controller and Licensing

QTY	DESCRIPTION	TOTAL COST per SITE
	Durant Public Schools	\$

COST FOR WIRELESS CONTROLLER (ELIGIBLE)	\$
COST FOR WIRELESS CONTROLLER LICENSING (ELIGIBLE)	
COST FOR WIRELESS CONTROLLER (INELIGIBLE)	
COST FOR WIRELESS CONTROLLER LICENSING (INELIGIBLE)	\$
TOTAL COST WIRELESS CONTROLLER AND LICENSING	\$

Bidder's Name:

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

OUSF Knowledge

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).

OUSF Registration

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

OUSF Participation

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

OUSF Documentation

Vendor shall provide to District staff and/or the District’s E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

Invoicing Procedures

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)
- Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor’s letterhead or on a Vendor-generated form
- District’s Billed Entity Number
- District’s Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

OUSF Discounted Invoicing and Reimbursement Processes

Vendor shall, at the District’s request, either (a) invoice the District only for the non-discounted amounts due on E-rate- approved transactions and simultaneously invoice the Universal Service Administrative Company (“USAC”) for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payer for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or “BEAR” Process].

- **Discounted Invoice Process**

- Invoicing Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor’s contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.
- Timely Filing Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
- Invoice Rejection Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC’s refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.
- District Approval Vendor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor’s USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

- **Reimbursement Process**

- Twenty Days

Vendor understands that E-rate Program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC.

- Liquidated Damages

Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the District in a timely manner will adversely affect the District’s operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the District as liquidated damages a total of \$500 per day for each day that lapses without payment after the 45th day.

- **Delayed USF Funding Commitment**

Vendor understands that, due to circumstances beyond the District’s control, the District may not receive an E- rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

- Retroactive Invoicing When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

- **USF Audit and Document Retention Requirement**

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
 - Where labor is involved, maintaining detailed, signed individual timesheets
 - Ensuring that ineligible charges are not submitted to USAC
 - Invoicing to USAC that is consistent with the contract and the District's 470 and 471
 - Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
 - Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
 - Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30
 - Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
 - If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
 - If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
 - Documenting that E-rate funded services were provided within the allowable contract period and program year
 - Charging proper FRN(s)
 - Ensuring that invoices and USAC forms are submitted to the District in a timely manner
 - Ensuring that USAC forms are filled out completely, accurately and on time
 - Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
 - Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

Contract Term Modification

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").



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STATEMENT OF NON-COLLUSION

STATE OF _____)

COUNTY OF _____)

_____, OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH SAYS THAT HE IS 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 OFFICIAL OR EMPLOYEE OF THE DURANT SCHOOL DISTRICT I072, BRYAN COUNTY, OKLAHOMA, 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 OFFICIAL OR EMPLOYEE OF THE ABOVE NAMED SCHOOL DISTRICT 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 _____, 2021

Bidder or His Agent

Notary Public (or Clerk or Judge)