

BID INFORMATION FORM

(This is NOT an order form)

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Main Phone: _____

Website: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

ERATE SPIN: _____

BID REFERENCE IDENTIFICATION (*SELECT THE ITEM PERTAINING TO THE BID*):

"ERATE FY14 "TELECOMMUNICATIONS SERVICE"

Air Card Services

Cellular Services

Local Phone Service

Long Distance Service

"ERATE FY14 "INTERNET ACCESS"

Broadband Access to the Internet

Data Services for Air Cards

Data Services for Cellular Service

"ERATE FY14 "INTERNAL CONNECTIONS"

Network Wiring (CAT5e/CAT6, up to 2 locations, 300 connections)

"ERATE FY14 "BASIC MAINTENANCE"

Basic Maintenance for Cisco Equipment

- **Cisco Call Manager, Gateway College Prep School**

- **Cisco Switch, Gateway College Prep School**

SEALED BID DUE: MONDAY, JANUARY 17, 2011; 4:00 PM (CST)

Notice to Bidders

1. **QUESTIONS RELATED TO THE RFP:** Questions related to this RFP should be directed to Lisa Thomas | Email: lisa.thomas@orendaeducation.org

2. **E-RATE PARTICIPATION:** Orenda Charter School District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

3. **SPIN:** Each vendor providing services to Orenda Charter School District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Corporation can be reached online at: <http://www.slcfund.org> – click on —Service Provider Area.

4. **ACCEPTANCE OR REJECTION OF PROPOSALS:** If bid does not include the cost for services, it will be considered SPAM and not evaluated.

5. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.

6. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as-Prima Facie evidence of compliance with this section.

7. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time between the hour of proposal submittal and the hour of proposal opening and, having done so, no bidder will be permitted to resubmit a proposal.

8. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal either personally, by written request, or by telegraphic request confirmed in the manner specified in the preceding section immediately above prior to the scheduled closing time for receipt of proposals. All proposals received by Orenda Charter School District shall remain subject to the acceptance for a period of ninety (90) calendar days after the date of the proposal opening.

9. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose

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proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.

10. **THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with Orenda Charter School District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.

11. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.

12. **FEDERAL OR STATE REGULATIONS.** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of Texas and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.

13. **EQUAL OPPORTUNITY EMPLOYMENT.** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

14. **BRANDS.** When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

15. **SAMPLES.** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

16. **INSPECTION OF ITEMS FURNISHED.** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.

17. **INABILITY TO PERFORM.** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:

- a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
- b. The District may cancel the contract or purchase order, entirely or in part.
- c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.

18. WARRANTY-PRODUCT. Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of

its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

Information to Bidders

All proposals should include detailed descriptions of the products and services with clearly identified per unit cost as pertinent to the request.

The proposal should include (minimum):

- 1) Length of time business has provided this type of service.
- 2) Three reference sites using your service 2 years or more.
- 3) The Service Level Agreement (SLA) for your proposal.
- 4) Indicate any options available.
- 5) Trouble reporting and escalation procedures.
- 6) Hours of operation for help or trouble reporting.
- 7) Describe maintenance and trouble notification procedures.
- 8) Costs: Detail all service costs with cost of supported equipment separate.
- 9) Please show applicable discounts separately, if applicable.
- 10) Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
- 11) An implementation timeline proposal starting July 1, 2011.

No proposal should exceed 50 pages in length. The district reserves the right to discard any information that exceeds the maximum number of pages. The total number of pages does not include this "Bid Information Form".

The undersigned, having carefully examined the Notice to Bidders, Information to Bidders, and

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Orenda Charter Schools
2951 Williams Drive | Georgetown, TX 78628
512-869-3020

ERATE FY14 – RFP

Specifications as described on the Orenda Charter Schools website.

I hereby declare all prices and descriptions of service included in bid proposal to be valid and final as submitted.

Authorized Signature: _____

Print Name/Title: _____

Date Signed: _____

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