



REQUEST FOR PROPOSALS

Phase I: Rankin ISD Wireless High-Speed Internet Access

➤ Prepared for: *Rankin Independent School District*

➤ Prepared By: *O'Neal & Associates, Inc.*

MARCH 18, 2010

i. Index

This *Request for Proposals (RFP)* is divided into five (5) *Sections*, with four (4) *Appendices*. Please ensure your *RFP* package is complete.

You must have received this RFP from an email request (Section I, 1.04E), or this submission will be rejected.

It is the responsibility of the Contractor to fully comply with all mandates of all Sections. Failure to comply with all specifications of all sections may cause the bidder's response to be disqualified from consideration.

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Thanks! for your interest in this project. Rankin ISD looks forward to receiving your response to this RFP.



Section I — Overview of the Project

Rankin Independent School District (Rankin ISD) seeks bids from responsible and qualified firms for the purpose of providing high-speed wireless Internet access throughout the City of **Rankin, Texas**. This *Request for Proposals (RFP)* requires strict adherence to all requirements and stipulations as follows.

1.01 — Requirements of the Project

-  A. The Respondent selected for this project will furnish all materials, equipment, supplies and labor necessary for the successful installation of the high speed wireless Internet access as outlined in this *RFP*.
-  B. All respondents to this *RFP* must state a thorough working knowledge of *Institute of Electrical and Electronics Engineers (IEEE)* guidelines, as provided for at <http://www.ieee.org/portal/site>.
-  C. All respondents to this *RFP* must state a thorough working knowledge of wireless 802.11 standards, as provided for at <http://grouper.ieee.org/groups/802/11>.
-  D. All respondents to this *RFP* must state a thorough working knowledge of requirements of the Wi-Fi alliance as provided for at <http://www.wi-fi.org>.

1.02 — Workslope Overview

Rankin ISD will be supplying each enrolled student with a laptop computer, and, as the end result of this *RFP*, allow them to surf the Internet from home and various other locations throughout the City of **Rankin** and within near proximity of the City of **Rankin**. Detailed information is contained in *Section III — Project Specifics*.

1.03 — Terms and Conditions

-  A. This *RFP* constitutes an invitation for qualified and interested firms to submit comprehensive bid responses based on the design and intent of establishing wireless Internet access throughout the city. In an effort to streamline the process, **Rankin ISD** will favor turnkey design and implementation solutions from single source vendors more so than consortium or “partner” responses to this *RFP*.
-  B. All bids must be submitted in accordance with the specifications and information contained herein, as well as with any *Addenda* issued as part of this *RFP* process.
-  C. A *Bid Bond* or certified check made payable to **Rankin ISD** in the amount of five percent (5%) of the total bid shall accompany all responses to this *RFP*. The *Bid Bond* must be included in the *original* copy of the response, and must be contained in *Appendix ‘B’ — Bonding Documents*. Failure to include the *Bid Bond* will result in disqualification of any bid.

-  D. As **Rankin ISD** expects bid amounts to exceed twenty-five thousand (\$25,000.00) dollars, a *Performance Bond* in the amount of one-hundred percent (100%) of the bid total must be included in the *original* copy of the response, and must be contained in **Appendix 'B' — Bonding Documents**. Failure to include the *Performance Bond* will result in disqualification of any response to *RFP*.
-  E. Awarded vendor will provide **Rankin ISD** proof of general liability insurance in the amount of five hundred thousand (\$500,000.00) dollars. Proof of general liability insurance must be provided within seven (7) days of Contract award, and must be provided prior to commencement of any facet of the project.
-  F. Awarded vendor will provide **Rankin ISD** proof of *Automobile Public Liability* insurance in the amount of \$500,000.00 each person /\$500,000.00 each accident. Proof of *Automobile Public Liability* insurance must be provided within seven (7) days of Contract award, and must be provided prior to commencement of any facet of the project.

1.04 — *Timeframe and Events*

-  A. **February 08, 2010 — Rankin ISD Board of Directors** unanimously approve Contract to conduct a complete *RFP* to further pursue this project.
-  B. **February 22, 2010 — Upton County Commissioner's Court** unanimously approve “device(s) attachment” to an existing communications tower for the purpose of providing high speed wireless Internet access to the students of **Rankin ISD** throughout the **City of Rankin**.
-  C. **March 15, 2010 — Rankin ISD Board of Directors** unanimously approve the letting of the *RFP* to elicit bid responses from qualified vendors.
-  D. **March 18 through March 25, 2010 —** The *RFP* document is made available to the Public through newspaper *Legal Notice* sections, both printed and in online form. Legal Notices were printed a minimum of *twice* in each of the following newspapers:
 -  *Amarillo Globe News*
 -  *Austin American–Statesman*
 -  *Dallas Morning News*
 -  *Fort Worth Star–Telegram*
 -  *Houston Chronicle*
 -  *Lubbock Avalanche–Journal*
 -  *Midland Reporter–Telegram*
 -  *Pecos River Dispatch* — Weekly newspaper, second printing **March 25, 2010**, (newspaper not available on–line)
 -  *Seminole Sentinel* — Weekly newspaper, second printing **March 21, 2010**

-  E. **March 18, 2010** — Interested potential vendors may obtain a copy of the *Request for Proposals* from the Consultant via a formal email request. The *RFP* is in standard .pdf file format. Send complete vendor contact information, including a specific statement indicating a desire to receive a copy of the **RFP #643R**, to: **boneal@onealassociates.com**. No telephone requests for the *RFP* or questions regarding the project specifics are acceptable. General questions not pertinent to other potential vendors may be allowed through telephone inquiry.
-  F. **March 19, 2010** — Discovery window begins for all potential vendors to submit questions, clarifications, etc. *solely* to the Consultant. Any inquiry of **Rankin ISD** personnel directly regarding any facet of this project will be deferred directly to the Consultant. All inquiries must be submitted via email to: **boneal@onealassociates.com**. On a timely basis, *Addenda* emails will be sent to all *RFP* recipients containing all questions and all requisite answers. The sender's identity, however, will be masked from the response email.
-  G. **April 13, 2010** — Discovery windows closes at 5 p.m CDT. A final *Addenda*, if required, will be issued, and no further questions are allowed until the *Response to RFP* opening date.
-  H. **April 16, 2010** — A “**Letter of Intent to Bid**” must be emailed to the Consultant clearly stating the potential vendor's plan to submit a **Response to RFP #643R**. Failure to submit a **Letter of Intent to Bid** may disqualify the submission, resulting in the response being returned to the sender unopened.
-  I. **May 06, 2010** — Response to *RFP* due by 3 p.m CDT, where they will be opened and publicly read aloud. Opening will occur at **Gossett Elementary School**, 511 West 12th Street, Rankin, Texas in the *Business Office*.
-  J. **May 07, 2010** — All respondents to the *RFP* will receive an email “tally” of bid totals. No indication of contract award will be referenced.
-  K. **May 10 — 14 (TBD)** — Superintendent to make *Award Recommendation* to **Rankin ISD Board of Directors**.
-  L. **May 17, 2010** — If approved by the **Rankin ISD Board of Directors**, notification of *Contract Offer* will be extended to the selected vendor. Commencement of the project may begin at any time after all necessary documents have been secured by **Rankin ISD**, as follows:
-  Bid Bond requirements as outlined in this *RFP*;
 -  Proof of general business liability insurance as outlined in this *RFP*;
 -  Proof of automobile liability insurance as outlined in this *RFP*;
 -  Performance Bond requirements as outlined in this *RFP*.

-  M. **August 16, 2010** — Project must be completed as outlined in this **RFP**. A performance penalty of \$5,000.00 (five thousand dollars) will be assessed for each 24-hour delay in successful completion of the project. “Successful completion” is defined as demonstrable, sustainable wireless Internet access from as many locations within the City of **Rankin** as is deemed necessary by the Consultant. There is an inclement weather wavier. (Reference **Section II, 204B**.) Vendor must agree to this stipulation by signature in **Appendix ‘C’ — Contract Stipulations**.

1.05 — Selection Criteria and Requirements

-  A. **Rankin ISD** reserves the right to reject any and all bids and to waive any irregularities in the **RFP** process. Further, **Rankin ISD** is obliged to accept ‘*best bid*’, not ‘*low bid*.’ The weighted criteria for selection is as follows:
- | | | |
|---|--|-------------------|
|  | <i>Price</i> | 45 percent |
|  | <i>Qualifications & Design Feasibility</i> | 25 percent |
|  | <i>Customer References</i> | 20 percent |
|  | <i>Completeness of RFP Response</i> | 10 percent |
-  B. **Rankin ISD** also requires:
-  All bids shall remain valid for ninety (90) days.
 -  Bids shall include all costs deemed necessary to cover all contingencies essential to the installation and completion of the wireless project.
 -  Vendor must provide a complete materials list, including manufacturer, quantity, and description of all parts used as part of the construction phase.
 -  All products and materials shall be new, clean, free of defects and free of damage and corrosion. All responses shall be consistent, following the format and numbering of this **RFP**. Any omissions or errors detected during the bid process will be handled via email, as written *Addenda*, with responses provided by the Consultant to all respondents.

1.06 — Warranty

-  A. **Product Warranty** — All products used in the construction of this project must be warranted for a period of not less than one (1) year under normal usage.
-  B. **Workmanship Warranty** — Vendor must agree to a three (3) year workmanship warranty covering **all** labor and materials to repair or replace any defective workmanship issues arising from normal wear and tear expectations.

1.07 — Delays and Extensions of Time

Delays caused by labor disputes, picketing, employee boycotts, which directly or indirectly involves employees of the awarded vendor, subcontractor(s), supplier(s), or transportation company(ies) used by vendor is not the responsibility of **Rankin ISD** and will result in time extensions only if agreed to in writing by **Rankin ISD**.

1.1 — Workmanship and Liability

All work shall be performed to the highest standards of the industry, with all equipment and materials stored daily in a secure location. **Rankin ISD** assumes no liability for theft or loss of materials or equipment incurred by the vendor. **Rankin ISD** will provide reasonable and safe storage facilities for vendor equipment and materials.





Section II — Administrative Requirements

2.01 — Administrative Requirements of All Responses to RFP

- A. All responses to *RFP* must be submitted to **Rankin Independent School District**, Attention: Ms. **Joyce Evridge**, Business Manager, P.O. Box 90, Rankin, Texas 79778, or 511 West 12th Street, Rankin, Texas 79778. The outside of the envelope must contain: “**Rankin ISD Wireless High-Speed Internet Access RFP #634R**” clearly labeled. It must also clearly identify the firm submitting the response.
- B. One (1) original and one (1) copy only are required, as **Rankin ISD** attempts to make the preparation process streamlined for the respondents and to save precious resources by not mandating extraneous copies. The responses to the *RFP* must be in a completely sealed form, with the “**Original**” and “**Copy**” submissions clearly identified on the outside. Submissions not in a sealed form will be summarily rejected.
- C. **Responses to this RFP must be received by 3 p.m. CDT, May 06, 2010.** Responses received after deadline will be returned unopened. Bids will be opened and read aloud at that time, but no Contract offer will be extended. As a matter of public record, representatives of **Rankin ISD** Administration and local media will be invited for the opening of and reading aloud of all bids. A tabulated email synopsis will also be sent to all respondents.
- D. Both the *Bid Bond* (**Section I, 103C**) and the *Performance Bond* (**Section I, 103D**) must be included in **Appendix ‘B’ — Bonding Documents** and be contained in the “**Original**” submission of the response to the *RFP*.

2.02 — Acceptance of Responses to RFP

Rankin ISD is required to accept the *best* bid in the interest of **Rankin ISD**, and further reserves the right to:

- Reject any and all bids without assigning any reason therefore;
- Be the sole judge of equivalency;
- Waive any bid requirement in accepting or rejecting bids;
- Refuse any cost in the preparation of responses to this *RFP* or of any negotiations associated with the award of a Contract.

2.03 — RFP Process

- A. After the **March 18, 2010** release of the *RFP* document, it is **strongly recommended** all prospective vendors perform a site survey of the **City of Rankin** and to denote pertinent landmarks, physical structures, communications towers, *Network Operations Centers* (NOC), etc., that may impact their response to the *RFP*. Topographical maps of **Rankin**, Texas are available at a variety of web sites, and through the *United States Geological Survey* (USGS) website: [http://store.usgs.gov/b2c_usgs/b2c/start/\(xcm=r3standardpitrex_prd\)/.do](http://store.usgs.gov/b2c_usgs/b2c/start/(xcm=r3standardpitrex_prd)/.do)

-  B. Site surveys are by appointment only, and shall be conducted by Mr. **Tracy Clanton**, Maintenance Director for **Rankin ISD**. Contact him directly at: **432.693.6302**, or by email at **tclanton@rankin.k12.tx.us** to set-up an individual site survey for your firm.
-  C. Any interpretation, correction, or change to the *RFP* will be made via formally-issued email *Addenda*, and all companies will receive all questions and responses equally. Potential vendor must provide a single email address with which to address all *Addenda*. Interpretations, corrections, or changes to the *RFP* made in any other manner will not be binding.
-  D. After the **March 19, 2010** discovery window begins, inquiries and requests for clarification should be submitted to **Bryan J. O'Neal** at **boneal@onealassociates.com**.
-  E. Bids may not be withdrawn for a period of ninety (90) days after the actual date of opening. Though unlikely, this timeframe may be extended by mutual agreement of **Rankin ISD** and the awarded vendor.

2.04 — Contract Award and Completion

-  A. Upon Contract signing, the awarded vendor will have until **August 16, 2010** to complete the project and provide both demonstrable and sustainable Internet access as well as written documentation as outlined in this *RFP*.
-  B. Should inclement weather hamper the completion date, **Rankin ISD** will be the sole discretionary source to determine a reasonable amount of extension time to complete the project. Vendor must agree to this stipulation by signature in **Appendix 'C' — Contract Stipulations**.

2.05 — Vendor Response to RFP Evaluations

-  A. As part of the evaluation process of this *RFP*, **Rankin ISD** and the named Consultant may, with full cooperation of the vendor, visit site installations similar in scope to this project. Vendor must provide a minimum of three (3) references at which similar work, both in scope and design, have been completed by the vendor within the last five (5) years.
-  B. **Rankin ISD** prefers sole source vendor responses, but, in the event multiple firms submit a joint response ("Consortium") to this *RFP*, a single vendor shall be identified as the prime (or main) vendor.
-  C. The notable exception to the prime vendor stipulation is the actual *Internet Service Provider (ISP)* requirement. No weighted criteria (**Section 1.05A**) will apply against the vendor if the vendor is not the actual *ISP*. However, the vendor must state a willingness to coordinate efforts with the actual *ISP*, and that the contract will not be deemed fulfilled until demonstrable and sustainable Internet access is provided. Vendor must agree to this stipulation by signature in **Appendix 'C' — Contract Stipulations**.

2.05C — continued

All other responsibilities and liabilities of this project shall lie with the prime vendor. Responsibilities of the prime vendor include, but not limited to:

- Notifying **Rankin ISD** of subcontractor identities prior to beginning work;
- Providing **Rankin ISD** with an experience statement for each named subcontractor;
- Performing overall project administration and serving as a focal point for **Rankin ISD** to coordinate and monitor plans and schedules;
- Maintain project budget and status information, administer changes required, if any;
- Be present at all **Rankin ISD** meetings, and not dispatch subcontractors as representation;
- Personally oversee preparation of reports and presentations, if any.

- D. **Rankin ISD** reserves the right to reject any subcontractor without explanation or recourse by the vendor or subcontractor.
- E. In connection with the execution of this contract, the vendor and subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.
- F. Upon award, and in the event the vendor violates any provision of this *RFP*, **Rankin ISD** may give written notice to the vendor stating the deficiencies. Unless deficiencies are corrected within five (5) working days, recommendations will be made to **Rankin ISD** for immediate cancellation of the contract, and **Rankin ISD** will have no liability or expense associated with the cancellation of the contract. Vendor must agree to this stipulation by signature in **Appendix 'C' — Contract Stipulations**.

2.06 — Price Quotations

- A. Price quotations are to include the furnishing of all materials, equipment, testing, and tools, as well as the provision of all labor and services necessary or proper for the completion of the project. **Rankin ISD** will not be liable for any costs beyond those proposed herein and awarded. Additionally:
 - Time and materials only bids will not be considered.
 - The vendor shall exclude any taxes, proposal preparation fees, or any costs not associated directly with the successful completion of the wireless Internet project.
- B. While **Appendix 'D' — Pricing** requires various “line item” responses, **Rankin ISD** is seeking a turnkey solution to the wireless Internet project and will extend a contract as a whole solution from one submitting firm.

2.07 — Response Format

- A. In the interest of a clear and concise response format, all respondents should follow the numeration as provided for in this *RFP*.
- B. Where additional information, explanation, or vendor response is required, etc., the **Section** number and **Item** number should be referenced, and clearly marked as a vendor response.

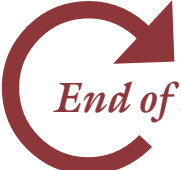
- C. Vendor is required to submit the following under *Appendix 'B' — Bonding Documents*:
- Bid Bond as outlined in *Section I, 1.03C*.
 - Performance bond in the amount of five percent (5%) of bid total *Section I, 1.03D*.
 - Liability insurance declarations as outlined in *Section I, 1.03E* and *1.03F*.
- D. Manufacturer's hardware data sheets or *specific* web links for each item listed in *Appendix 'D' — Pricing* must be provided. The product data sheets shall be contained in *Appendix 'A' — Manufacturer's Hardware Specifications & Data Sheets*.

2.08 — Payment Requirements

- A. Upon completion and acceptance by *Rankin ISD* of the project, payment for the entire project will be in accordance with usual and customary *Accounts Payable* procedures within *Rankin ISD*. Full payment will be rendered within thirty (30) days or less of accepted completion of the project. The Consultant shall determine the "accepted completion" standard, but it is generally understood that the completion standard will be based on demonstrable and sustainable Internet connectivity from a wide number of locations in and around the *City of Rankin*.
- B. No payment will be rendered until the Consultant deems the project complete.

2.09 — Indemnification

- A. The vendor, without exception, shall indemnify and hold harmless *Rankin ISD*, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during any operation connected with this contract. The vendor further agrees to indemnify and hold harmless *Rankin ISD*, its agents, or employees, against claims, liability, or imposed fines arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the vendor. Further, vendor must agree to this stipulation by signature in *Appendix 'C' — Contract Stipulations*.
- B. The indemnification provided shall obligate the vendor to defend at its own expense and to provide for such defense any and all claims of liability and all suits and actions of every name and description that may be brought against *Rankin ISD*.
- C. The award of this contract shall obligate the vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth in this *RFP*.

**End of Section II**

Section III — Project Specifics

3.01 — General Description of the Project

Rankin ISD desires to provide wireless Internet access to virtually every home within the city limits of **Rankin**, Texas, and for an omnidirectional distance of three to five (3–5) miles around **Rankin** for the explicit purpose of providing all students of **Rankin ISD** with high speed Internet access.

3.02 — Turnkey Solution Requirement

Rankin ISD requires a “turnkey solution,” with a single vendor awarded the contract and any and all subcontractors the responsibility of the primary vendor. Internet service may or may not be part of the primary vendor’s scope of work requirement — and the actual *ISP* may be a separate entity — but in any event:

3.03 — Internet Service Requirements

Rankin ISD requires demonstrable, sustainable wireless Internet access to a wide variety of homes (as many as the Consultant deems necessary.) The solution must provide, at a minimum, ninety-five (95) percent coverage to all homes within the city limits of **Rankin**, Texas, and to ninety (90) percent of rural homes within the targeted area. Potential vendors must indicate a “square mileage targeted area” in their *Response to RFP*. Moreover, **Rankin ISD** requires universal service:

- Outdoor coverage of 95%
- Indoor perimeter room coverage on ground and second floor of 90%
- Indoor perimeter room coverage above second floor of 90%
- Indoor interior room coverage of 90%

3.04 — Content Filtering Requirements

Rankin ISD requires all Internet access to have “k–12 appropriate” content filtering. This *must* be a hardware-based solution with Cloud-based software to configure and maintain content filtering settings and browsing history, with reporting capabilities identifying browsing history by individual laptop through IP identification, or any other means, regardless if the browsing history has been cleared from the laptop.

3.05 — Routing Requirements

All routing of Internet traffic to the *ISP* will be the responsibility of the awarded vendor, and the vendor must work in conjunction with the *ISP* to accomplish the proper routing.

3.06 — WAN and Cloud Physical-Layer Requirements

Rankin ISD requires that the physical school *wide area network* (*WAN*) shall *not* be accessible to or from the wireless network, with the exception of wholly-based Internet curriculum (where data resides in the Cloud and *not* on school server hard drives).

3.07 — WAN and Cloud Software Requirements

Rankin ISD requires that the virtual school WAN shall *not* be accessible to or from the wireless network via VPN, VNC, Telnet, .html, or any other means.

3.08 — Limited Access Requirement

As a fundamental part of the design, there must be a hardware and software solution in the response to *RFP* to limit access to the wireless network to only staff and students of **Rankin ISD**. Respondents must provide a detailed analysis of the hardware and software proposed to prevent unauthorized access to the wireless network. **Note:** Simply assigning a password to the wireless network is unacceptable for this purpose. Additionally, a reporting mechanism on the filtering device is required to enable school technologists to review Internet activity on all student-issued laptops. The response to *RFP* must detail this monitoring requirement. **Rankin ISD** anticipates approximately 300 student and faculty laptops will be issued.

3.09 — Wireless Protocol Requirements

Following are the acceptable wireless protocols from which each potential vendor may design the wireless network:

- 802.11a
- 802.11b
- 802.11g
- 802.11y
- 802.16
- 802.11n
- WiMax

While responses to *RFP* offering other wireless protocols will be considered, the protocols listed will be favored. The specific wireless technology selected will be predicated on price, performance, coverage and reliability as designed by each respondent to the *RFP*.

3.0.10 — Throughput Requirement

As this is an “Internet only” wireless network, **Rankin ISD** requires that all wireless signals meet or exceed on-average **5mbps per wireless connection**. Respondents should consider all facets of protocol selection in response to the *RFP*, including, but not limited to:

- Cost of deployment
- Reliability
- Performance
- Security
- Sustainability

Vendor must state the “on-average” sustainable signal strength for each wireless connection in **Appendix ‘C’ — Contract Stipulations**.

3.1 — Internet Service Provider (ISP)

As part of the response process, **Rankin ISD** requires a long-term contract with an *Internet Service Provider (ISP)*, with the understanding there will be monthly, recurring charges for Internet service. **Rankin ISD** understands that the primary vendor for constructing the wireless infrastructure may or may not be the actual *ISP*. While no respondent will be penalized on the “weighted scale” methodology (as indicated in **Section I, 1.05A**), the awarded vendor is required to work with the selected *ISP* to ensure demonstrable and sustainable Internet connectivity. Lastly, connectivity to the Internet must not require any application software on any laptop (other than a browser) in order to connect to the Internet. Furthermore, **Rankin ISD** has determined that the school district qualifies for reimbursement of the monthly fees associated with the telecommunications circuit through the *Schools and Libraries Division (SLD)*, commonly referred to as the “e-rate program” of the *Universal Service Administrative Company (USAC)*. As such, the awarded vendor, whether providing Internet service directly or in a Consortium with a third-party must state a willingness to accept payment for Internet access through the *USAC* reimbursement program. Vendor must agree to this stipulation by signature in **Appendix ‘C’ — Contract Stipulations**.

3.2 — Software Interfaces

All products utilized in the design of the wireless network that require configuration, maintenance, firmware and software upgrades must be available through remote means, whether it be an *http* session, application software, etc. The device must not only be configurable through physical cabling (serial, proprietary, etc.) attached to the device. It is acceptable, however, if on first set-up the vendor has to utilize a physical cable to configure the device, but it must be remotely accessible upon completion of initial configuration.

3.3 — Wireless Design and Communications Tower Considerations

Rankin ISD has obtained permission from the *Upton County Commissioners Court* to attach wireless equipment to the communications tower located at the highest point in the **City of Rankin**, should a potential vendor choose to incorporate the tower into the wireless network design. For specifics, reference **Section III, 3.4 — 3.43**. Also reference: http://www.co.upton.tx.us/ips/cms/modules/events/event_0109.html?uri=/index.html.

3.4 — Communications Tower — Architectural Specifics

The communications tower is available for usage by any potential vendor desiring to include it in their wireless network design solution. Specifics on the tower are that it is two hundred and sixty feet (260’) in height, with a network operations center (*NOC*) physically located approximately six feet (6’) from the tower. The *NOC* is a finished structure, complete with air conditioning in the form of an R22-based (*Freon*) window unit, and 110v60 cycle electricity with ample spare breakers, shelves and space to add electronics. Potential vendors are under no obligation to include the communications tower in their wireless network design, and it is included in this *RFP* as a “knowledge-point” for consideration in the overall design. For additional information regarding the communications tower, contact: **Mesa Wind**, Mr. **Cody Elliott**, 432.693.6599, as this is the firm that erected the tower for **Upton County**.

3.4.1 — Structural Engineer Requirement

Should a potential vendor choose to utilize the communications tower and *NOC* as part of their design, any equipment to be attached to the tower must be approved by a licensed structural engineer prior to installation. The structural engineer's services are the responsibility of the awarded vendor and must include a written integrity assurance statement from the structural engineer and bearing his seal. All costs for the structural engineer's services are the responsibility of the awarded vendor.

3.4.2 — Attachment Expense for Communications Tower

All physical layer expense in attaching to the communications tower shall reside with the awarded vendor. Also, vendor must agree to this stipulation by signature in ***Appendix 'C' — Contract Stipulations***.

3.4.3 — Liability With Respect to the Communications Tower

All liability with respect to the communications tower and the *NOC* is the responsibility of the awarded vendor, and is presumed to be “umbrelled” by vendor's general business liability insurance, and if pertinent, automobile liability insurance as required in ***Section I, 1.03E***. Additionally, said liability includes, but is not limited to, the following:

- ➞ Personal injury to any and all persons involved with the awarded vendor's usage of the communications tower;
- ➞ Damage to the communications tower;
- ➞ Physical damage to the *NOC*,
- ➞ Damage to any equipment currently attached to the communications tower;
- ➞ Damage to any equipment currently housed in the *NOC*.

Vendor must agree to all stipulations contained in ***Section III, 3.4.3*** by signature in ***Appendix 'C' — Contract Stipulations***.

3.4.4 — Bandwidth Spectrum

All equipment utilized by the awarded vendor as part of the wireless network design must not interfere with any spectrum of bandwidth utilized by the ***Upton County*** emergency services existing equipment, regardless if the communications tower is utilized in the proposed wireless network design. Additionally, as part of the demonstrable and sustainable Internet requirement (***Section II, 2.05C***), the Consultant, in conjunction with impacted emergency communications services, will verify all communications equipment continues to operate normally while browsing the Internet from a wireless-equipped laptop. Any verified interference will result in disqualification of the awarded vendor's response to *RFP*, and ***Rankin ISD*** will bear no expense as a result of said interference. Further, ***Rankin ISD*** requires that any unlicensed wireless technology deployed in the wireless network will adhere to all *Federal Communications Commission (FCC)* Part 15 rules, which regulate unlicensed transmissions for wireless and other services. Regarding health and safety risks, the *Telecommunications Act of 1996* contained provisions relating to

federal jurisdiction to regulate human exposure to *RF* emissions from certain transmitting devices. In particular, *Section 704* of the Act states that, “No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission’s regulations concerning such emissions.”

Rankin ISD requires that all wireless technologies deployed in the wireless network will comply with relevant regulations. Potential vendors must agree to the *Bandwidth Spectrum* stipulation by signature in *Appendix ‘C’ — Contract Stipulations*.

3.4.5 — Hardened Equipment Requirement

All outdoor electronic equipment must meet with IP56/NEMA4x dust and water ingress ratings, withstand ambient temperature ranges of –40 C to +50 C and adhere to all other applicable local ordinances.

3.4.6 — Uninterruptible Power Supply Requirement

An uninterruptible power supply (*UPS*) is required for all electronics housed either indoors, or in a *NOC*. Each *UPS* should be of sufficient wattage to load each device for at least four (4) hours in the event of a power failure. A manageable (“smart” *UPS*) is only required if the device supports automated shut-down upon the depletion of the *UPS* power. *UPS* battery specifications should be included in *Appendix ‘D’ — Pricing*, with corresponding data sheets contained in *Appendix ‘A’ — Manufacturer’s Hardware Specifications and Product Data Sheets*.



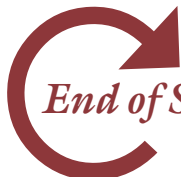
IV. Section IV — Demographics

4.0 — Demographics of Rankin Texas

Rankin, Texas is located approximately 50 miles south of **Midland, Texas** at the junction of U.S. Highway 67 and Texas State Highway 329, known locally as ‘Ranch Road 870.’

According to the *United States Census Bureau*, the city has a total area of 1.1 square miles (2.7 km²), all of it land. As an approximation, there are 800 total residents, with 752 “in–City” residents and 48 rural residents. Of these numbers, there are approximately 231 “in–City” households. (Reference **Section III, 3.03.**) For the purposes of this *RFP*, the service area is defined as ninety–five percent (95%) demonstrable and sustainable coverage within the **City of Rankin**. (Reference **Section III, 3.03.**)

Weighted criteria (Reference **Section I, 105A**) that encompass and extend sustainable Internet access to rural households without dramatically increasing costs will be reviewed with favoritism.

 **End of Section IV**



V. Section V — Phase II

5.0 — Phase II Outline

Phase II, not included within the scope of this *RFP*, will elicit responses to a second *Request for Proposals* document to provide Internet access to further outlying areas, including remote homes not within the scope of *Phase I*, and homes in the *City of Midkiff, Texas*. *Phase II* is contingent upon *Rankin ISD Board of Directors* approval of *Phase I*.

It is mentioned here as a “knowledge point” for all prospective vendors to consider as part of their wireless Internet network design. Should any potential vendor believe their design can expand the coverage area to include remote locations in *Upton County*, and, specifically *Midkiff* as part of their *Phase I* design solution, it is recommended include those design elements. *Midkiff* is located 34.73 miles north and east of *Rankin*.





APPENDIX 'A'

Manufacturer's Hardware Specifications and Product Data Sheets



APPENDIX 'B'

Bonding Documents



APPENDIX 'C'

Contract Stipulations

Contract Stipulations *Page 1*

All respondents to this RFP must sign each of the following Contract Stipulations. By signing, you certify that you are duly-authorized to fully bind your firm to this *Response to RFP* and to all Terms and Agreements contained herein. *These stipulations must be signed in ink.*

Firm Name: _____ Date _____

Authorized Agent (Print) _____ Title _____

Section I, 1.04M — Project must be completed by **August 16, 2010**. A performance penalty of \$5,000.00 (five thousand dollars) will be assessed for each 24-hour delay in successful completion of the project. “Successful completion” is defined as demonstrable, sustainable wireless Internet access from as many locations within the City of **Rankin** as is deemed necessary by the Consultant.

Authorized Agent (Original Signature) _____

Section II, 2.04B — Should inclement weather hamper the completion date, **Rankin ISD** will be the sole discretionary source to determine a reasonable amount of extension time to complete the project.

Authorized Agent (Original Signature) _____

Section II, 2.05C — Contractor must state a willingness to coordinate efforts with the actual *ISP*, and that the contract will not be deemed fulfilled until demonstrable and sustained Internet access is provided to a wide variety of wireless-equipped laptops.

Authorized Agent (Original Signature) _____

Section II, 2.05F — Upon award, and in the event the vendor violates any provision of this *RFP*, **Rankin ISD** may give written notice to the vendor stating the deficiencies. Unless deficiencies are corrected within five (5) working days, recommendations will be made to **Rankin ISD** for immediate cancellation of the contract, and **Rankin ISD** will have no liability or expense associated with the cancellation of the contract.

Authorized Agent (Original Signature) _____

Contract Stipulations *Page 2*

All respondents to this RFP must sign each of the following Contract Stipulations. By signing, you certify that you are duly-authorized to fully bind your firm to this *Response to RFP* and to all Terms and Agreements contained herein. *These stipulations must be signed in ink.*

Firm Name: _____ Date _____

Authorized Agent (Print) _____ Title _____

Section II, 2.09A — The vendor, without exception, shall indemnify and hold harmless **Rankin ISD**, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during any operation connected with this contract. The vendor further agrees to indemnify and hold harmless **Rankin ISD**, its agents, or employees, against claims, liability, or imposed fines arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the vendor.

Authorized Agent (Original Signature) _____

Section III, 3.0.10 — **Rankin ISD** requires that all wireless signals meet or exceed on-average **5mbps per wireless connection**. State the “on-average” sustainable signal strength for each wireless connection under your proposed solution:

“On-average” sustainable signal strength in **mbps** _____

Authorized Agent (Original Signature) _____

Contract Stipulations *Page 3*

All respondents to this RFP must sign each of the following Contract Stipulations. By signing, you certify that you are duly-authorized to fully bind your firm to this *Response to RFP* and to all Terms and Agreements contained herein. *These stipulations must be signed in ink.*

Firm Name: _____ Date _____

Authorized Agent (Print) _____ Title _____

Section III, 3.1 — The awarded vendor, whether providing Internet service directly or in a Consortium with a third-party, must state a willingness to accept reimbursement through the *Schools and Libraries Division (SLD)* of the *Universal Service Administrative Company (USAC)*.

Authorized Agent (Original Signature) _____

Section III, 3.4.2 — Should your proposal solution include usage of the communications tower, then prospective vendor must agree to all physical layer expense in attaching to the communications tower. If your proposal solution doesn't include the communications tower, you may skip this signature panel.

Authorized Agent (Original Signature) _____

Section III, 3.4.3 — Should your proposal solution include usage of the communications tower, then prospective vendor must agree to all liability involving the communications tower, inclusive of awarded vendor's general business liability insurance, and if pertinent, automobile liability insurance. If your proposal solution doesn't include the communications tower, you may skip this signature panel.

Authorized Agent (Original Signature) _____

Contract Stipulations *Page 4*

All respondents to this RFP must sign each of the following Contract Stipulations. By signing, you certify that you are duly-authorized to fully bind your firm to this *Response to RFP* and to all Terms and Agreements contained herein. *These stipulations must be signed in ink.*

Firm Name: _____ Date _____

Authorized Agent (Print) _____ Title _____

Section III, 3.4.4 — All equipment utilized by the Vendor as part of the wireless network design must not interfere with any spectrum of bandwidth utilized by the ***Upton County*** emergency services existing equipment, regardless if the ***Upton County*** communications tower is utilized in the proposed wireless network design. Any verified interference will result in disqualification of the awarded vendor's response to *RFP*, and ***Rankin ISD*** will bear no expense as a result of said interference.

Authorized Agent (Original Signature) _____



APPENDIX 'D'

Pricing

Pricing Specifics

Pricing for this project is divided into five (5) “spreadsheets.” For each spreadsheet, provide individual line-item responses in accordance with the requirement as denoted. (*Use additional sheets, if required.*) Do not include items that are not relevant to a particular spreadsheet. Each spreadsheet must contain responses for “**Line Item**”, “**Description**”, “**Quantity**”, “**Unit**” (cost), and “**Extended**” (cost). A *Microsoft Excel* spreadsheet (in printed form) is acceptable in lieu of hand-written completion of any spreadsheet, provided the *Excel* spreadsheet follow the rows and columns of the tables included in this *RFP*.

As **Rankin ISD** is seeking a turnkey solution to the wireless Internet project, any errors or omissions in the product description, quantity amount, unit amount, extended amount, or total amount, or any other omission of products, services, configurations, or any labor expense are the sole responsibility of the potential vendor. Further, **Rankin ISD** does not anticipate any “change orders” to the awarded contract, nor accept any responsibility or financial burden for a non-complete design and/or implementation solution. In case of mathematical discrepancy, **Rankin ISD** may accept the lesser monetary amount.

Here are the requirements for each spreadsheet:

1. **Electronics Spreadsheet** — All electronics to complete the project must be included in this spreadsheet *except* “ISP-specific” electronics, which should be contained in **Spreadsheet 4 — Internet Service Provider**. All other electronics required to provide demonstrable and sustainable wireless Internet connectivity must be included in **Spreadsheet 1 — Electronics**. Pricing must exclude any form of sales, excise or any other tax, as **Rankin ISD** is tax-exempt of all federal, state, or local taxes. All products must already include any shipping charges, FOB charges, or any delivery delivery charges. **Reminder:** All electronics listed in **Spreadsheet 1 — Electronics** must be accompanied by a specification sheet, and should be included in the “**Original**” submission as part of **Appendix ‘A’ — Manufacturer’s Hardware Specification and Data Sheets**.
2. **Infrastructure and Hardware Spreadsheet** — Line items must be detailed to include all products, mounting brackets, connecting adapters, wiring, conduits and all other materials required to provide a turnkey build-out to the project. Fastening hardware such as nuts, bolts, screws, etc., may be listed as a “**Unit 1**” count, and “**Extended**” as same, if desirable.
3. **Installation and Configuration** — All forms of “labor” charges are to be included in this spreadsheet, including, but not limited to, installation of all electronics, configuration of all electronics, construction of the “physical layer” of the infrastructure, software and firmware updates, analysts, laborers, engineers and any other “soft” cost. Line items must be part of a turnkey solution for the wireless Internet project, and **Rankin ISD** will not accept “**Unit**” (hourly) costs for labor. Also, as **Rankin ISD** desires to review labor costs, this spreadsheet has “preset” line items and only these are to be used. **Line Item 5** of this spreadsheet allows for additional explanation if additional installation and configuration requirements are necessary.

Pricing Specifics Page 2

4. **Internet Service Provider** — This spreadsheet has “preset” line items. It is permissible to add “*Additional Narrative Provision*” explanation to this spreadsheet, but all preset line items must be completed, but must not contain any financial offerings. It may contain “facts and figures” but it must not be in the form of a contract offering. The *Additional Narrative Provision* is included to provide the Consultant with additional information regarding the respondent’s circuit type, speed, and related matters. Respondents may use separate cover for the *Additional Narrative Provision*.

5. **Project Totals** — This spreadsheet has “preset” line items. It is not permissible to add additional line items to this spreadsheet. **Important:** *Spreadsheet 4* totals are *not* to be included in the **Project Totals** spreadsheet. The Consultant and **Rankin ISD** will review the various *ISP* plans, savings, contract durations, etc. offered, and may choose to enter into provisioning contract separately than from the wireless network design firm selected. This monetary stipulation has no impact on **Section III, 3.1 — Internet Service Provider**.

Spreadsheet 1 — Electronics

Line Item	Manufacturer/Product/Model	Description	Quantity	Unit	Extended
1					
Total for Spreadsheet 1 — Electronics			\$		
1. Quantity x Unit = Extended 2. Extended + Extended = Total					

Spreadsheet 2 — Infrastructure and Hardware

Line Item	Product Description (<i>Provide Manufacturer Only If Pertinent</i>)	Quantity	Unit	Extended
1				
Total for Spreadsheet 2 — Infrastructure and Hardware		\$		
1. Quantity x Unit = Extended 2. Extended + Extended = Total				

Spreadsheet 3 — Installation and Configuration

Line Item	Description of Installation and Configuration	Quantity	Unit	Extended
1	Installation and configuration of all Electronics from <i>Spreadsheet 1</i>	1	1	
2	Construction labor and related installation from <i>Spreadsheet 2</i>	1	1	
3	Travel, if not included already	1	1	
4	Lodging, meals, if not included already	1	1	
5	Additional installation and configuration expenses. (<i>Explain in detail on this spreadsheet.</i>)	1	1	
Total for Spreadsheet 3 — Installation and Configuration 1. Quantity x Unit = Extended 2. Extended + Extended = Total		\$		

Spreadsheet 4 — Internet Service Provider

Line Item	Electronics/Manufacturer/Product/Model	Quantity	Unit	Extended
1				
2				
3				
4				
5				
6				
7				

Line Item	Internet Service Provider Electronics Installation	Quantity	Unit	Extended
1	Installation and configuration of all ISP-specific electronics (1 Year Contract)	1	1	
2	Installation and configuration of all ISP-specific electronics (2 Year Contract)	1	1	
3	Installation and configuration of all ISP-specific electronics (3 Year Contract)	1	1	

Line Item	Internet Service Provider Provisions	Monthly Circuit	Monthly Internet Access	Monthly Extended
1	ISP circuit recurring monthly charge and Internet access charge (1 Year Contract) (Circuit monthly charge + monthly Internet access = Monthly Extended)			
2	ISP circuit recurring monthly charge and Internet access charge (2 Year Contract) (Circuit monthly charge + monthly Internet access = Monthly Extended)			
3	ISP circuit recurring monthly charge and Internet access charge (3 Year Contract) (Circuit monthly charge + monthly Internet access = Monthly Extended)			

Additional Narrative Provision is available to this spreadsheet. (It must not contain contract offerings.) It must be submitted under separate cover, and clearly labeled as “**Additional Narrative Provision**.”

Spreadsheet 5 — Project Totals

Line Item	Spreadsheet Identification	Spreadsheet Totals (USD)
1	<i>Electronics Spreadsheet</i>	
2	<i>Infrastructure and Hardware Spreadsheet</i>	
3	<i>Installation and Configuration Spreadsheet</i>	
4	<i>Internet Service Provider Spreadsheet</i>	
1. Total + 2. Total + 3. Total = Project Total, <i>not including ISP Provision</i>		
 <i>Project Total (excluding Spreadsheet 4)</i>		\$

Primary Vendor Signature

By my signature, I certify that I am duly-authorized to fully bind my company to this *Response to RFP* and to all *Terms and Agreements* contained herein. *These stipulations must be signed in ink.*

Firm Name _____ Date _____

Authorized Agent (Print) _____ Title _____

Authorized Agent (Sign) _____

Internet Service Provider Signature (if different from Vendor)

By my signature, I certify that I am duly-authorized to fully bind my company to this *Response to RFP* and to all *Terms and Agreements* contained herein. *These stipulations must be signed in ink.*

Firm Name _____ Date _____

Authorized Agent (Print) _____ Title _____

Authorized Agent (Sign) _____