

City of Hidalgo Public Library

Request for Competitive Sealed Proposal

E-rate 25 (FY 2024)

*Network Equipment,
UPS, & Cabling*

RFP # 0001-2024

***Deadline: Monday, March 11, 2024, at 3:00 pm**

Dear Bidders,

The City of Hidalgo Public Library is accepting proposals for E-rate 25 category two services.

Please mark your envelope plainly: **“E-rate 25 (FY 2024) Network Equipment, UPS, & Cabling RFP # 0001-2024”**. **Responses sent by overnight mail should have the proposal RFP# 0001-2024 written on the delivery ticket. Packages must be delivered either by United States Postal Service, express delivery, or personally in a sealed package.**

Proposals will be accepted until **Monday, March 11, 2024, at 3:00 pm, and opened at 3:30 pm that same day.** Proposals will be opened but not read publicly. at the office of Technology Department, 710 E Ramon Ayala Dr, Hidalgo, Texas 78557. Please note: only names of participating vendors will be read publicly. Any proposals received late will be returned unopened. The City of Hidalgo Public Library is not responsible for proposals misplaced or mailed incorrectly. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. Faxed responses will not be considered.

The awarding of the proposal will take place at a public City Council meeting. The City Council reserves the right to accept, or reject any and/or all proposals, waive minor technicalities, or to award the proposal to the most responsible offer which best serves the interest of the City of Hidalgo. Proposals are to be hand delivered or mailed to:

MAILED or HAND DELIVERED: A proposal must be addressed to:

City of Hidalgo Manager’s Office
Jaime Garza, Director of Technology
ERATE 25 (FY 2024) - Network Equipment, UPS, & Cabling RFP# 0001-2024
704 E Ramon Ayala Dr.
Hidalgo, Texas
78557

We look forward to hearing from you.

Sincerely,

Jaime Garza
Director of Technology

Contact Information

Any question pertaining to the E-rate proposal should be addressed to:

City of Hidalgo Manager's Office
Jaime Garza, Director of Technology
704 E Ramon Ayala Dr.
Hidalgo, Texas
78557
Email: jgarza@cityofhidalgo.net

OUTLINE

I.	Proposal Package Checklist
II.	Standard Terms and Conditions
III.	Purchasing Forms a) Specification Requirements Form
IV.	Specifications/Price Sheet

I. STANDARD TERMS AND CONDITIONS

NOTICE TO OFFEROR

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE PROPOSAL UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL

ANY EXCEPTIONS MUST BE IN WRITING

1. Proposals should be submitted on this form and continued on any attached list(s) of items offered. **All proposals must be submitted. Responses sent by overnight mail should include the proposal # written on delivery ticket.**
2. Proposals must be received in the Technology office before the hour and date specified. Late proposals will not be considered under any circumstances.
3. Proposal must have original signatures. **Faxed responses will not be accepted.**
4. Proposals prices should be **F.O.B. City of Hidalgo Public Library, Hidalgo, Texas**, and Freight Prepaid (inside delivery).
5. Deliveries under terms of the request for sealed proposals will be in accordance with the date indicated therein. Whenever no date is indicated, the vendor will enter the earliest date which can be assured. If the delays are foreseen, written notice shall be given to the City of Hidalgo. Extensions to complete orders will be considered as failure to meet delivery dates, and may result in removal of the vendor from the approved vendors list. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified.
6. Delivery shall be made during normal working hours unless prior approval had been obtained from the City of Hidalgo.
7. Installation: (If required) the successful proposer shall provide the following services and requirements at no additional cost above the initial proposal price on equipment and furniture. Provide transportation for the items to the building, location the items in the proper location within the building, uncrating, complete assembly and adjustment by a trained installation mechanic and removal of all debris. Equipment is to complete including operating/owner's manuals, writing, and piping, and made ready for electrical and/or fluid service connection on by the City of Hidalgo Public Library. After connections, make the machine ready, start up, analyze and correct any malfunctions of the equipment. Provide all materials equipment and labor to place machinery in top operating conditions or to fully assemble furniture.
8. Offer unit price on quantity, if specified, extend and show total, if applicable. In case of error in extension, unit price shall govern.

9. Proposal prices must be firm for acceptance by the City of Hidalgo Public Library for a minimum of 90 after USAC award letter to City of Hidalgo Library based on the quantities listed in the estimated purchases section of this document. No proposal may be withdrawn without written approval after a contract has been signed or partial performance of the proposal agreement had begun.
10. **Failure to manually sign proposal will disqualify it.** Person signing proposal should show title or authority to bind their firm to a contract.
11. The City of Hidalgo Public Library is exempt from Federal Exercise Tax, State Tax and Local Tax. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption Certificated will be furnished upon request.
12. **Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive – not restrictive– it is intended to indicate type and quantity desired.** Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, proposal must include manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the proposal. If proposer takes no exception to specification of reference date, brand names, models, etc., as specified, must be furnished.
13. All items offered should be designated “**as specified**” or “**equal**” if specified on Price Sheet.
14. On items offered should be designated “**equal**”, samples must be furnished within (5) days after proposal opening at no cost to the City of Hidalgo Public Library, if requested. If not destroyed in examination they will be returned to the proposer on request at their expense.
15. **All items offered new**, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal. Failure to submit requested samples may be terms for not considering the proposed item.
16. The City of Hidalgo reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the City of Hidalgo Library.
17. The City of Hidalgo reserves the right to purchase additional quantities, up 100% of items approved, throughout the proposal periods listed on this proposal subject to verification of the same or lower prices and conditions of this proposal. All purchases will be made contingent on the availability of funds.
18. During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, martial or veteran status, or handicapping conditions.
19. **No Proposal:** All proposal forms should be signed, as needed, and returned even if offeror is unable to submit at this time, but wishes to remain on proposer's list.
20. **Awarding of Proposal:** See page 14, Evaluation Criteria.

21. **Venue:** Any disputes or litigation that could arise to this proposal shall have as Venue Hidalgo County in the State of Texas.
22. **Term of Contract:** *The term of contract begins July 01, 2024 or end of current contract if later date and ends June 30, 2025. Must meet E-rate deadlines and extensions.*
23. Proposal is all or none and the City of Hidalgo reserves the right to reject it.
24. Prices to include delivery and turnkey installation.
25. **Must Include Service Provider Identification Number (SPIN).**
26. Must provide proof of criminal background check for all employees working on- site.
27. No copies of proposal are require only original

Proposal Number

Date _____

Signature of Company Official

II. ADDITIONAL TERMS AND CONDITIONS

1. INTRODUCTION

The purpose of this request for proposal is to purchase E-rate Services for the Library.

The proposal will be awarded to the vendor with the highest points on Matrix that provides the best value to the City of Hidalgo Library. Prices on all line items must “stand alone.” Any exceptions must be explained in writing on page 19.

2. TERMS & CONDITIONS OF REQUEST FOR CONDITIONS FOR PROPOSAL

2.0 Response Submission

The City of Hidalgo Public Library is accepting proposals for E-rate 25 Category Two Services. Please mark your envelope plainly: **“E-rate 25 (FY 2024) Network Equipment, UPS, & Cabling RFP # 0001-2024”**. **Responses sent by overnight mail should have the proposal RFP# 0001-2024 written on the delivery ticket.** Packages must be delivered either by United States Postal Service, express delivery, or personally in a sealed package.

Proposals will be accepted until **Monday, March 11, 2024, at 3:00 pm, and opened at 3:30 am that same day.** Proposals will be opened but not read publicly, at the office of Technology Department, 710 E Ramon Ayala Dr, Hidalgo, Texas. Please note: only names of participating vendors will be read publicly. Any proposals received late will be returned unopened. The City of Hidalgo Public Library is not responsible for proposals misplaced or mailed incorrectly. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. Faxed responses will not be considered.

The awarding of the proposal will take place at a public City Council meeting. The City Council reserves the right to accept, or reject any and/or all proposals, waive minor technicalities, or to award the proposal to the most responsible offer which best serves the interest of the City of Hidalgo. Proposals are to be hand delivered or mailed to:

2.1 District Expectations from Vendors

The City of Hidalgo will require that any vendor meet the following minimum expectations:

2.1.1. Vendors must return phone calls or emails from the City of Hidalgo staff within 24 hours maximum of receiving the call or email. This does not necessarily mean that the vendor must have the requested information. Not returning phone calls or email within this minimum time frame will service as grounds for the City of Hidalgo to drop vendor from the approved list and select another vendor.

2.1.2. The City of Hidalgo will assume that any price offered will remain firm for acceptance by the City of Hidalgo for a minimum of 90 after USAC award letter to Library based on the quantities listed in the estimated purchases section of this document. The City of Hidalgo will also assume that the awarded vendor will process City of Hidalgo orders upon request without any increase in price to the City of Hidalgo.

2.1.3. When on-site maintenance is specified, the City of Hidalgo will not spend more than 200 minutes diagnosing problems with the equipment. The City of Hidalgo will not expect vendor or designee to come to the City of Hidalgo to troubleshoot and repair the equipment on-site.

2.1.4. The City of Hidalgo will require that vendors to pass along any price cuts to the City of Hidalgo immediately and that the vendor work continuously to enhance services, products, and pricing.

2.2 Cost Associated with Preparation of the Vendor's Response

The City of Hidalgo will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

2.3 Time Frame

The purchase of the Network Equipment, Telecommunications Services, and Internet Access services will begin July 01, 2024 – June 30, 2025. All E-Rate installation deadlines must be adhered to.

2.4 Interpretation and Additional Information

2.4.1. Interpretations, Corrections and/or Changes: Any interpretation, correction, or changes of the RFP will be made by ADDENDUM. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the vendor shall not rely upon such interpretations, corrections, or changes. **Changes or corrections will be issued by the City of Hidalgo. Addenda, if any, will be posted on the City of Hidalgo website where RFP is located <http://www.cityofhidalgo.net/> (Departments->Information Technology-Current RFPs/Bids) by Monday, March 4, 2024, 5:00 PM.** It is the responsibility of the vendors to determine whether all addenda have been received. ***Proposals should not be submitted before this date to ensure that all addenda have been obtained and signed.***

2.4.2 Addenda: It will be the responsibility of all respondents to visit the City of Hidalgo website before submitting a response to the RFP to ascertain if any addenda have been issued. **It will be the responsibility of all respondents to obtain all addenda, execute them, and return SIGNED addenda with the response to the RFP.**

2.5 Proposal Acceptance Period

Prices quoted in the vendor's response for all labor and materials will remain in effect for a minimum of 90 after USAC award letter to City of Hidalgo Library.

2.6 Questions

Questions arising out of this RFP must be received via email by 12:00 pm on Monday, March 4, 2024, and will be posted the same day by 5:00 pm, or the questions will be considered null and void.

Responses to all questions received in proper time frames will be posted on the City's website alongside with RFPs. **It will be the responsibility of all respondents to obtain questions, execute them, and return SIGNED with the response to the RFP.**

2.7 Omission

Omission in the proposal on any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

2.8 Contract

The term of contract begins July 01, 2024 or end of current contract if later date and ends June 30, 2025. If vendor is not able to deliver services by start of contract term or start of contract is a later date due to existing contract, end of contract term of June 30, 2025 shall remain.

The City of Hidalgo reserves the right to cancel contract, reduce requested services, or change services due to impact of budget or impact of E-rate funding. The City of Hidalgo also reserves the right to cancel contract and seek another vendor if quality of service or specified specifications are not being provided.

2.9 Payment Conditions

The City of Hidalgo desires to purchase the Network Equipment, Telecommunications Services, and Internet Access described herein. Payment shall be made upon satisfactory delivery of the items ordered.

2.9.1. Payment Conditions

Payment shall be made within 30 days of:

- Receipt of invoice, or
- Acceptance of system, whichever occurs last

2.10 Warranties

Materials and workmanship hereinafter specified and furnished shall be full guaranteed by the vendor for a minimum of 1 year.

If the vendor procures equipment or materials under the Contract, the vendor shall obtain for the benefit of the City of Hidalgo equipment and materials warranties against defects in materials and workmanship to the extent such as warranties are reasonably obtainable.

The vendor shall pass along to the City of Hidalgo any additional cost warranties offered by the manufactures, at no additional cost to the City of Hidalgo.

This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, act of vandalism, or tampering by the City of Hidalgo or anyone other than employees or agents of the vendor. The vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the vendor's option. Insurance covering said equipment from damage or loss is to be borne by the vendor until full acceptance of equipment and services.

2.11 Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The City of Hidalgo will not be liable for any cost beyond those proposed herein and awarded. Time and materials quotes will be unacceptable.

2.12 Price Stability

Contract prices and discounts shall be fixed at the time approval by the City of Hidalgo and the vendor. In the event of price changes, replacement equipment shall be purchased at the lower of contract or then current market price. In no case shall a price higher than the contract price be paid for the equipment proposed.

In the event that the City of Hidalgo desires to purchase additional parts contained in the contract, future purchases will be determined using the vendor-specific discount rate in the proposal from the manufacturer's suggested retail price as of the date of the order. In no case shall the price exceed the favored Vendor's prices.

2.13 Variation in Quantities and Configurations

Equipment and capacity requirements are the best estimates currently available. The City of Hidalgo reserves the right to modify quantity and configuration requirements. **The vendor agrees to sell the City of Hidalgo the revised quantity of items at the unit price (or lower) as stated in the RFP regardless of quantities changes.**

2.14 Vendor Qualifications

References

Vendors must provide a minimum of five references (City references are preferred). These references must be by the vendor within the last five (5) years. References that are not positive will be grounds for vendor disqualification.

The City of Hidalgo may, with full cooperation of the vendors, visit client installation of observe equipment operations and consult with references. Specified visits and discussion shall be arranged through the vendors; however, the vendor personnel shall **not** be present.

2.15 Indemnification

The vendor shall indemnify and hold harmless the City of Hidalgo, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with this contract; or by consequence of any negligence (excluding negligence of the City of Hidalgo, its agents or employees) in connection with the same; or by the use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The vendor further agrees to indemnify and hold harmless the City of Hidalgo, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the vendor to defend at its own expense or to provide for such defense, at the City of Hidalgo's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City of Hidalgo which may result from the operations and activities under this contract whether the installation operations be performed by the Vendor, subcontractor, or by anyone directly or indirectly employed or hired by either.

2.16 Evaluation of Responses

The City of Hidalgo reserves the right to participate in an interactive negotiation process with each vendor to clarify the project and afford all vendors the opportunity to provide the City of Hidalgo with their best prices, products, services and terms. The City of Hidalgo may at its discretion, and at no fee to the City of Hidalgo, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

The City of Hidalgo reserves the right to accept or reject all proposals or sections thereof. In addition, the City of Hidalgo reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the vendor can propose.

2.17 Evaluation Criteria

The City of Hidalgo will evaluate vendors based on the criteria set:

FACTOR	POINTS AVAILABLE
Price of the eligible products and services	30*
Prior experience with the vendor	20
Prices for ineligible services, products, and fees	25
Flexible invoicing: FCC Form 472 or FCC Form 474	15
Local or in-state vendor	10

2.18 Cancellation

In the event of provisions of the RFP are violated by the vendor, the City of Hidalgo may give written notice to the vendor stating the deficiencies and unless deficiencies are corrected within **five (5)** City of Hidalgo working days, recommendations will be made to the City of Hidalgo for immediate cancellation. The City of Hidalgo reserves the right to terminate immediately contract resulting from this RFP for failure to correct deficiencies.

2.19 Advertising

The vendor agrees not to use the results from this RFP as part of any commercial advertising without prior written approval of the city of Hidalgo's Technology Director.

2.20 Liability and Insurance

2.20.1 Insurance Coverage

The vendor shall be fully liable to provide and maintain in force during the life of this contract, such insurance as General Comprehension Liability Insurance, Comprehensive Auto Liability Insurance, and Worker's Comprehension Insurance to assure to the City of Hidalgo the protection contained in the foregoing indemnification provision undertaken by the vendor. Such policies shall be issued by companies authorized to do business in the State of Texas and having agents upon whom service of process may be made in the City of Hidalgo and shall contain as a minimum, the following provisions, coverage, and policy limits of liability.

2.20.2 General Liability

General Liability Insurance as shall protect the City of Hidalgo, the vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less the **Five hundred Thousand Dollars (\$500,000.00)** per occurrence combined single limit bodily injury and property damage, and an amount no less than **One Million Dollars (\$1,000,000.00)** for damages on all accounts of all occurrences.

2.20.3 Auto Liability

Auto Liability Insurance with bodily injury limits of not less than **Three Hundred Thousand Dollars (\$300,000.00)** per occurrence, **Five Hundred Thousand Dollars (\$500,000.00)** Aggregate, and property damage limits of not less than **Three Hundred Thousand Dollars (\$300,000.00)** per occurrence.

2.20.4 Worker's Compensation

Workers' Compensation and Employer's Liability Insurance with minimum limits as required by the State of Texas but in no case less than **One Hundred Thousand Dollars (\$100,000.00)**

2.20.5 Proof of Insurance

The vendor shall furnish to the City of Hidalgo, with proposal, a Certificate of Insurance duplicate policies of insurance described above which specifically protect the City of Hidalgo. The vendor also agrees to enter a defense on behalf of the City of Hidalgo, to any and all suits or actions, in which the liability of the City of Hidalgo is vicarious and is predicated upon allegations of some act omission by the vendor, subcontractor, or their agents.

0001-2024

Proposal Number

Date

Signature of Company Official

III. PROPOSAL SPECIFICATION REQUIREMENTS FORM

TO BE FILLED IN BY VENDOR AND PRESENTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes_____No _____

If the answer is no, Vendor must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken, the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products and/or services proposed in this proposal may be deemed sufficient ground for rejection of a vendor's proposal.

Comments: _____

<u>0001-2024</u>	<u></u>	<u></u>
Proposal Number	Date	Signature of Company Official

IV. Specifications/Price Sheet

Scope of Work

The City of Hidalgo is requesting proposals for ERATE FY 2024 Category One Services. Proposals must include a pricing worksheet, include the installation (one time) costs (if any). Must adhere to all E-rate deadlines and regulations.

Bid Evaluation Matrix

The City of Hidalgo Public Library will evaluate vendors based on the following criteria:

FACTOR	POINTS AVAILABLE
Price of the eligible products and services	30*
Prior experience with the vendor	20
Prices for ineligible services, products, and fees	25
Flexible invoicing: FCC Form 472 or FCC Form 474	15
Local or in-state vendor	10

Specifications/Price sheets

Vendors must bid on all items and one vendor will be awarded the entire proposal. The preferred manufacturer and model have been stated, equivalent will be considered if RFP specs are met or equivalent.

-If any product is discontinued, please replace it with the new model that replaced product.

Contractor Responsibilities:

Initialization Best Practices

When installing the network equipment, follow these best practices:

1. Plan your site configuration and prepare the site before installing the equipment.
2. Verify that you have the appropriate power supplies and all necessary parts for the equipment.
3. Install the equipment following the IT guidelines.
4. Schedule with IT Department.

Price Sheet: Switches, AP's, Cabling, and UPS's

The following table must be completely filled out and signed. A separate sheet may be included in addition to price sheet to show itemized pricing. Prices must include all necessary mounting brackets, hardware, and warranty.

	Part #	Description	QTY	Cost per Item	Cost	Amount Ineligible
Aruba 6300M Switch or Equivalent	JL663A	Aruba 6300M 48G 4SFP56 w/ dual power supply capability	2	\$	\$	\$
	JL087A	Aruba X372 54VDC 1050W 110-240VAC Power Supply	4	\$	\$	\$
	J9150D	Aruba 10G SFP+ LC SR 300m MMF XCVR	3	\$	\$	\$
	Q9Y80AAE	ARUBA CENTRAL 63/38XX F 5YR E-STU	2	\$	\$	\$
		Aruba 5 year warranty	2	\$	\$	\$
		Installation and Configuration	NA	NA	\$	\$
Aruba 635 AP or Equivalent	R7J28A	Aruba AP-635 (US) AP	4	\$	\$	\$
	Q9Y60AAE	HPE Aruba Central Ap Fnd 5-Year Sub E-Stu	4	\$	\$	\$
	R3J16A	HPE Aruba AP-MNT-B Mounting Bracket	4	\$	\$	\$
	R3J19A	Aruba AP-MNT-E AP mount bracket individual E: wall-box	4	\$	\$	\$
		Aruba 5 year warranty	4	\$	\$	\$
		Installation and Configuration	NA	NA	\$	\$
Cabling Drops Commscope or equivalent		Cat 6A UTP 4 Pair Ethernet cable	48	\$	\$	\$
		Cat 6A Network Modular Patch Panel Block 48 Port	1			
		Cat 6A Modular Jacks - Blue	96			
		Installation and Testing				
Eaton 5PX UPS or Equivalent	5PX3000RTG2	Eaton 5PX G2 UPS, 2U, 3000 VA, 3000 W	2	\$	\$	\$
		Installation and Configuration	NA	NA		
Total Equipment Cost			\$	\$	\$	\$
Total Installation Cost			\$	\$	\$	\$
Total Project Cost			\$	\$	\$	\$
Total Amount Ineligible			\$	\$	\$	\$