

**UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

*Keith Southerland, Executive Director of Business Services*

P.O. Box 1909 Uvalde, Texas 78802

Ph: (830) 278-6655 Fax: (830) 591-4909

e-mail: southerlandk@ucisd.net

Notice to Bidders:

The Uvalde Consolidated Independent School District is soliciting Request for Proposals (RFP) for the following:

**Cisco SmartNet Maintenance**

**RFP # 411-01-2010-999**

Complete specifications are enclosed. RFPs are to be forwarded to reach the Business Office, office of Keith Southerland, at 1000 North Getty, Uvalde, Texas 78801, on or before **2:00 P.M. Friday February, 5 2010**. RFPs received after the previous mentioned date and time will not be considered. The District reserves the right to accept or reject all or any part of any RFP, waive minor technicalities, and award the RFP to best serve the interest of the District.

**For details contact Cash Keith or Dr. Linda Vegh at (830) 278-6655.**

Respectfully,

Keith Southerland  
Executive Director of Business Services

## INSTRUCTIONS TO BIDDER

Complete bid documents must be received in the Business Office at the Uvalde Consolidated Independent School District - Central Office, 1000 North Getty, Uvalde, Texas 78801 on or before **2:00 P.M.** of the above **“OPENING DATE”**. **LATE** bids will be returned to the bidder unopened. Bidders are invited to be present at the above stated time and place, at which time bids are to be opened and read aloud. **PLEASE MARK FRONT OF ENVELOPE WITH BID NUMBER AND OPENING DATE AS INDICATED ABOVE.**

Bids may be withdrawn at any time prior to the due date and time. After the official opening, bids may not be amended, altered or withdrawn.

The undersigned agrees, if their bid is accepted, to furnish any and all items upon the terms and conditions contained in the specifications. If the bidder fails to fulfill any and all contractual obligations resulting from their bid submittal, then the Uniform Commercial Code shall govern. Vendors are requested to hold bid offers firm for a period forty-five (45) days from the due date for acceptance. Should vendors specify a different time period, consideration for overall acceptance will be evaluated based on any and all factors, to ensure the interests to UCISD, and fairness to all submittals.

Please note the attached terms, conditions, or specifications to this solicitation. All bids must be submitted on the bid form provided, and in accordance with specifications and descriptions on the bid sheets. Bids may be submitted on any or all items, unless stated otherwise. The district reserves the right to accept or reject in part or in whole any and all bids submitted, to waive any technicality, and to award the bid that is more advantageous to UCISD.

Uvalde CISD will reserve the right to apply any and all criteria or procedures necessary in the evaluation process to all submittals, including, but not limited to, requesting samples or on-site demonstration or any and all products submitted. Expenses incurred for said samples and or demonstration will be at no cost to the district.

**THE BID SIGNATURE PAGE MUST BE SIGNED AND EXECUTED BY A PERSON DULY AUTHORIZED TO LEGALLY BIND SAID COMPANY TO ANY AND ALL SPECIFICATIONS EXPRESSED AND IMPLIED AND GOVERNED BY UCC CODE. FAILURE TO SIGN FORM WILL RESULT IN REJECTION OF BID IN ITS ENTIRETY.**

## GENERAL TERMS AND CONDITIONS

The Uvalde Consolidated Independent School District is soliciting competitive sealed proposals for **Cisco SmartNet Maintenance**.

- 1) Tele-faxed bids will not be accepted.
- 2) Continuing non-performance of a vendor with regards to any term or specification shall be a basis for termination of resulting contract. Cancellation by the district will be made after unsuccessful attempts to remedy unsatisfactory compliance within a specified timetable. Vendor's breach of contract will be a basis for future contract consideration.
- 3) All prices / discounts must be guaranteed through the contract period, or completion of resulting contract. Any and all discounts must be inclusive in bid unit price.
- 4) Prices shall be indicated both by line item unit cost and total line item cost. In case of discrepancy, the unit cost shall govern.
- 5) Bids must be received F.O.B., Uvalde, Texas. Any installation / measurements required are included in the bid price received.
- 6) The bid award shall be based on, but not necessarily limited to the following factors:
  - a) Total bid price.
  - b) Value versus dollar cost.
  - c) Vendors past performance record.
  - d) Technical assistance – present and past.
  - e) Vendor's follow-up with regard to deficiencies then notified.
  - f) Special Criteria as it relates to the item or bid.
- 7) The District adheres with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of labor regulations (41 CFR Part 60), which states "no individual shall be excluded from participation in, denied employment in the administration of or in connection with any such program because of race, color, religion, sex nations origin, age, handicap or political application or belief."
- 8) Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacture or brand name, the term "**OR EQUAL**", if not inserted, **SHALL BE IMPLIED**. The specified article or material shall be understood as indication the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude other manufactured products of comparable or superior quality, design, and efficiency.  
  
**OR EQUAL INTERPRETATION CLAUSE:** Any time a particular manufacture's name or brand is specified, it shall mean any product or equal or superior quality. Bids shall be considered on all other brands submitted. On such bid items the bidder shall indicated clearly the product name on which he is bidding, and shall supply sufficient data on brand or manufacture specified. When more than one brand name of the "or equal" is available, do not bid more than two items choices. **THE DISTRICT RESERVES THE RIGHT TO A FINAL DECISION OF ANY PRODUCT STATED TO BE OF EQUAL OR SUPERIOR QUALITY.**
- 9) All contracts and agreements between merchants and Uvalde CISD shall strictly adhere to the statues as set forth in the Uniforms Commercial Code Article 2/Sales as last amended in 1991 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: 2/Sales Uniform Commercial Code 1991 official text.
- 10) All products and materials furnished by vendor shall be asbestos free.
- 11) Electrical and mechanical products must be approved by UL (Underwriters Laboratory) or equal.
- 12) **Insurance:** Contractor is required, under 28 TAC 110.110 © (7), to provide the District with a certified copy of their Workmen's Compensation Insurance covering all employees. Contractor is required, under Gov't Code 2253.021 (b); Art. 5160, V.A.T.S., to execute a performance bond the amount of construction contract if in

excesses of \$100,000. For construction contracts in excess of \$25,000, a payment bond shall be executed for the amount of the contract.

- 13) **Funding out provision:** Should, during the term of the resulting contract, funding allocations be cut or exhausted UCISD will be held harmless for any future obligations to the said contract.
- 14) The Uvalde CISD reserves the right to accept or reject in part or whole any bids submitted, and waive any technicalities, and to award bids in the best interest of the District.
- 15) Renewal of contracts will be in accordance the Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of the Uvalde CISD reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.
- 16) **Extension Clause:** This contract may be renewed another year if the vendor(s) and Uvalde CISD mutually agree in writing that no increases in cost are incurred except for the growth of the district.
- 17) **Bid prices will be guaranteed for the specific period of time indicated below.**

**3 months \_\_\_\_\_ 6 months \_\_\_\_\_ 9 months \_\_\_\_\_ 12 months \_\_\_\_\_**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder. Additionally, that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I certify that this bid was prepared in accordance with the terms specified on the information to bid letter, I further attest to abide and be governed by the terms thereof.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Cisco SmartNet Maintenance RFP # 411-01-2010-999**

Service Level	Item Name	Serial #	Begin Date	End Date	Amount
SNT	WS-C6509-1300AC=	TBA05340270	7/1/2010	6/30/2011	
SNT	WS-C6509	TSC0718007Y	7/1/2010	6/30/2011	
SNT	WS-C6506	SAL0738LMUD	7/1/2010	6/30/2011	
SNT	WS-C6506	SAL0810VGP3	7/1/2010	6/30/2011	
SNT	WS-C6506	SAL081449FC	7/1/2010	6/30/2011	
SNT	WS-C6506	TBM06420282	7/1/2010	6/30/2011	
SNT	WS-C6506	TBM06420727	7/1/2010	6/30/2011	
SNT	WS-C6506	TBM06440438	7/1/2010	6/30/2011	
SNT	WS-C6506	TBM06450037	7/1/2010	6/30/2011	
SNT	WS-C6506	TBM06450067	7/1/2010	6/30/2011	
SNT	WS-C6506	TBM06450068	7/1/2010	6/30/2011	
SNT	WS-C4507R	FOX073300HC	7/1/2010	6/30/2011	
SNT	WS-C4507R	FOX073300JK	7/1/2010	6/30/2011	
SNT	WS-C4507R	FOX073300LM	7/1/2010	6/30/2011	
SNT	WS-C4507R	FOX073400Y6	7/1/2010	6/30/2011	
SNT	WS-C4507R	FOX073400YB	7/1/2010	6/30/2011	
SNT	WS-C4507R	FOX073805LD	7/1/2010	6/30/2011	
SNT	WS-C4507R	FOX081302PS	7/1/2010	6/30/2011	
SNT	PIX-525-UR-GE-BUN	88809124192	7/1/2010	6/30/2011	
SNT	PIX-525-FO-GE-BUN	88809124194	7/1/2010	6/30/2011	
SNT	MCS-7825-I3-RC1	KQPAVXG	7/1/2010	6/30/2011	
SNT	MCS7825I3-K9-UCB1	KQPAVWT	7/1/2010	6/30/2011	
SNT	MCS7825I3-K9-UCB1	KQPAVXR	7/1/2010	6/30/2011	
SNT	MCS7825I3-K9-CMC1	KQPBXWM	7/1/2010	6/30/2011	
SNT	MCS7825I3-K9-CMC1	KQPBXXB	7/1/2010	6/30/2011	
ESW	LIC-UWL-STD1		7/1/2010	6/30/2011	
ESW	LIC-CM7.0-7825=	1157J36B68D	7/1/2010	6/30/2011	
ESW	LIC-CM7.0-7825=	1157J54C3B2	7/1/2010	6/30/2011	
SNT	IPVC-3530-VTA	43070134	7/1/2010	6/30/2011	
SNT	IPVC-3520-GW-4V	129070128	7/1/2010	6/30/2011	
SNT	IPVC-3510-MCU	128070023	7/1/2010	6/30/2011	
SNT	CISCO3725	JMX0845L334	7/1/2010	6/30/2011	
SNT	CISCO3662-AC	JMX0713L1PT	7/1/2010	6/30/2011	
SNT	CISCO2821-SRST/K9	FTX1334AJ31	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A18D	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A1A3	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A1A4	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A1A5	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A1A6	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A1A7	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A1A8	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A1A9	7/1/2010	6/30/2011	
SNT	CISCO2811-SRST/K9	FTX1334A1AA	7/1/2010	6/30/2011	
ESW	CCX-70-CM-BUNDLE	1087J17E235	7/1/2010	6/30/2011	
ESW	CCX-70-CM-BUNDLE	1087J78640C	7/1/2010	6/30/2011	
ESW	CCX-70-CM-BUNDLE		7/1/2010	6/30/2011	

Total: \_\_\_\_\_

SPIN: \_\_\_\_\_