



REQUEST FOR PROPOSALS

Kermit ISD City-Wide Wireless High-Speed Internet Access

↳ Prepared for: *Kermit Independent School District*

↳ Prepared By: *O'Neal & Associates*




↳ AVAILABLE RELEASE DATE: *JULY 13, 2105*








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This *Request for Proposals (RFP)* is divided into four (4) *Sections*, with four (4) *Appendices* and a *Special Narrative Requirement*. Please ensure your *RFP* package is complete.

You must obtain this RFP via any of the methods in Section I, 1.04D–G, 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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Note: Potential vendors may notice repetition of some stipulations and requirements contained in this RFP. This is not an “oversight” or “proofing error,” but is intentional to ensure reinforcement of critical elements to which all responses must adhere. The RFP intends to be very clear in these crucial stipulations so as to eliminate any chance critical requirements are “overlooked” by any potential vendor.



Thanks!

for your interest in this project. **Kermit ISD**

looks forward to receiving your response to this RFP.

I. Section I — Overview of the Project

Kermit Independent School District (Kermit ISD) seeks bids from responsible and qualified firms for the purpose of providing high-speed wireless Internet access for students, administrators, and employees *Kermit ISD* throughout the *City of Kermit, 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 possess 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 — Workscope Overview

Kermit ISD will be supplying enrolled students with laptop computers available for “checkout” and, access to the City-wide wireless network. The desired result of this *RFP* is to allow *Kermit ISD* students, administrators and employees to surf the Internet from home and various other locations throughout the *City of Kermit* and within near proximity of the *City of Kermit*. 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, *Kermit ISD* will favor turnkey design and implementation solutions from single source vendors more so than Consortium or “partner” responses to this *RFP*, but Consortium or “Installation Only” responses will be considered and *not* be summarily rejected provided the awarded hardware vendor is the primary contact.
- 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 *Kermit 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 *Kermit 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 *Kermit ISD* proof of *general business 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 *Kermit ISD* proof of *Automobile Public Liability insurance* in the amount of \$500,000.00 each person /\$500,000.00 each occurrence. 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. **October 14, 2014** — *Kermit ISD Board of Directors* unanimously approve funding for the implementation of a City-wide wireless network via usual and customary *RFP* process, with an award offering to be extended, assuming a qualified and acceptable *Response to RFP* is received.
- B. **June 25, 2015** — Mr. *Neal Walker*, President of *Texas New Mexico Power Company (TNMP)*, serving Kermit, approves a contingent *Pole Attachment Agreement* with *Kermit ISD* on behalf of *TNMP*. Mr. *Bill Boyd*, *Superintendent of Schools* for *Kermit ISD*, will authorize the attachment agreement binding *Kermit ISD*. The *Consultant* has designed and approved global coverage of the wireless network to *eligible* wi-fi enabled devices to the end-user. The usage of the City-wide wireless network will be limited to *Kermit ISD* students, administrators and employees. (Reference *Page 15, Section 3.01.*)
- C. **June 26, 2015** — The *City of Kermit* formally grants permission to *Kermit ISD* to attach base station antennas to either or both of the two existing water towers to provide wi-fi spectrum availability to the various access points throughout the *City of Kermit*, with certain stipulations as outlined in this *RFP*.

- D. *Beginning July 13, 2015, the RFP's availability will be published in selected newspapers in accordance with each newspaper's usual printing schedules* — The *RFP* document will be made available through *Legal Notice* sections, both printed and in online form. *Legal Notices* will be printed a minimum of *twice* from a selection of the following newspapers. *Not all newspapers will receive the RFP notification.*
- Amarillo Globe News*
 - Austin American–Statesman*
 - Dallas Morning News*
 - Fort Worth Star–Telegram*
 - Lubbock Avalanche–Journal*
 - Midland Reporter–Telegram*
 - El Paso Times*
 - Winkler County News*
- E. *July 13, 2015* — The *Kermit ISD City–Wide Wireless Network Request For Proposals* was uploaded to *rfpdatabase*, <http://www.rfpdb.com/> and other similar resources (e.g., <http://www.rfp.com>), enables the *RFP* to be downloaded by all potential vendors at no cost.)
- F. *July 13, 2015* — The *RFP* has been prominently posted on the *Kermit ISD* website at <http://kisd.esc18.net/pages/KISD>. Interested vendors should refrain from direct contact with the school district. Any such inquiries will be directed to the *Consultant*.
- G. *July 13, 2015*— Interested potential vendors may also obtain a copy of the *RFP* 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 *RFP #643K*, 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 to *Bryan J. O'Neal, 806.535.4730*.
- H. *July 14, 2015* — Discovery window begins for all potential vendors to submit questions, clarifications, etc. *solely* to the *Consultant* and will remain open for twenty–one (21) days. Any inquiry of *Kermit ISD* personnel directly regarding any facet of this project will automatically be deferred 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* respondents. All questions will be unedited and *all* respondents will receive requisite answers. The sender's identity, however, will be redacted from the *Consultant's* responses.
- I. *August 4, 2015* — Twenty–one (21) day 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 at the time and location indicated in this *RFP*.

- J. **Non-Specific Date** — A “**Letter of Intent to Bid**” is recommended via email to the **Consultant** stating the potential vendor’s plan to submit a **Response to RFP #643K**. Failure to submit a **Letter of Intent to Bid** will **not** disqualify any **Response to RFP**.
- K. **August 18, 2015** — **Responses to RFP** due by 4 p.m. CDT, where they will be opened and publicly read aloud. Opening will occur at **601 S. Poplar St. Kermit, Texas 79745**, in the **Kermit Independent School District Administrative Offices**.
- L. **August 24, 2015** — All respondents to the **RFP** will receive an email “tally” of bid totals via email. No indication of contract award will be referenced.
- M. **Date To Be Determined** — Superintendent to make **Award Recommendation**, if any, to the **Kermit ISD Board of Directors** at a regularly-scheduled board meeting.
- N. **Seven (7) Days Following Kermit ISD School Board Approval** — If approved by the **Kermit 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 **Kermit 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**.
- Vendor must agree to this stipulation by signature in **Appendix ‘C’ — Contract Stipulations**.
- O. **One Hundred Twenty (120) Days Following Contract Signing** — 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 Kermit** as is deemed necessary by the **Consultant** and **Team Kermit Technology**. There is an inclement weather wavier, with stipulations. (Reference **Section II, 204B**.) Vendor must agree to this stipulation by signature in **Appendix ‘C’ — Contract Stipulations**.

 **1.05 — Selection Criteria and Requirements**

A. **Kermit ISD** reserves the right to reject any and all bids and to waive any irregularities in the **RFP** process. Further, **Kermit ISD** is obliged to accept ‘*best bid*’, not ‘*low bid*.’ The weighted criteria are based upon *Texas Education Agency Financial Accountability System Resource Guide*, as of *January, 2010*. The selection criteria is as follows:

 <i>Purchase price</i>	40 percent
 <i>Reputation of vendor and of the vendor’s goods or services</i>	05 percent
 <i>Quality of vendor’s goods or services</i> ^{1.}	10 percent
 <i>Extent to which the goods or services meets Kermit ISD’s needs</i>	10 percent
 <i>Vendor’s past relationship with Kermit ISD</i>	10 percent
 <i>Impact on the ability of Kermit ISD to comply with laws and rules relating to historically underutilized businesses</i>	01 percent
 <i>Total long–term cost to the District to acquire the vendor’s goods and services</i>	09 percent
 <i>Meets manufacturer certification requirements as specified in the RFP</i>	05 percent
 <i>Service and support proximity to Kermit ISD</i>	05 percent
 <i>Compatibility with existing network equipment</i> ^{2.}	05 percent
Total Maximum Points	100 percent

^{1.} (e.g., Complete and accurate adherence to stipulations of the **RFP**, with outlined throughputs, demonstrable and sustainable connectivity as indicated, MAC–based network access filtering, and all other required stipulations.)

^{2.} (While TEA Financial Accountability System Guide merits 05 percent to this stipulation, compatibility with the existing infrastructure and network equipment is of paramount importance to the requisite functionality of the City–wide wireless network.)

B. **Kermit 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 **Kermit ISD** and will result in time extensions only if agreed to in writing by **Kermit 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. **Kermit ISD** assumes no liability for theft or loss of materials or equipment incurred by the vendor. **Kermit ISD** will provide reasonable and safe storage facilities for vendor equipment and materials.



II.

Section II — Administrative Requirements



2.01 — Administrative Requirements of All Responses to RFP

- A. All *Responses to RFP* must be submitted to *Kermit Independent School District, Attention: Ms. Gayle Fuqua, Business Manager, 601 S. Poplar Street, Kermit, TX 79745*. The outside of the envelope must contain: “*Kermit ISD Wireless High-Speed Internet Access RFP #643K*” clearly labeled. It must also clearly identify the firm submitting the response.
- B. One (1) original and two (2) copies only are required, as *Kermit ISD* attempts to make the preparation process streamlined for the respondents and to save 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 4 p.m. CDT, August 18, 2015. 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 *Kermit ISD Administration* will be present 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, 1.03C)* and the *Performance Bond (Section I, 1.03D)* 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

Kermit ISD is required to accept the *best* bid in the interest of *Kermit 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. It is *strongly recommended* all prospective vendors attend a site survey (*Reference 2.03B*) of the *City of Kermit* to denote pertinent landmarks, physical structures, water/communications towers, physical base station structures, etc., that may impact their response to the *RFP*. Topographical maps of *Kermit, 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. A site survey and bidder's conference will be conducted at the request of all potential vendors. Every effort will be made to select a specific date and time that is most conducive to accommodate all potential vendors' schedules. However, only one site survey date and time will be offered, and will be in accordance with the preponderance of vendor availability. The site survey shall be conducted by the *Consultant* and Mrs. *Melinda Marshall, Technology Director*. Each vendor should express a desire to attend the site survey, and stipulate his/her firm's most conducive availability; again, however, no "individual" accommodations can be offered. Address site survey attendance requests to: *Bryan J. O'Neal* at *boneal@onealassociates.com*.
- 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 vendors must provide a *single* email address with which to address all *Addenda* and any other correspondence pertinent to this *RFP*. Interpretations, requests, corrections, or changes to the *RFP* made in any other manner will not be binding.
- D. Any time after the *July 14, 2015* discovery window begins, inquiries and requests for clarification should be submitted to: *Bryan J. O'Neal* at *boneal@onealassociates.com*. The discovery window will close on *August 4, 2015* at *5p.m. CDT*, twenty-one (21) days following the opening of the discovery window. No additional questions or inquiries will be accepted from potential vendors after this period, although a final *Addenda* may be issued if appropriate.
- 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 *Kermi ISD* and the awarded vendor.



2.04 — *Contract Award and Completion*

- A. Upon *Award Contract* signing, with all binding documents submitted, the selected vendor will have *one hundred twenty (120) days* to complete the project and provide both demonstrable and sustainable Internet access as well as requisite documentation as referenced in this *RFP*.
- B. Should inclement weather hamper the completion date, *Kermi 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*, *Kermi ISD* and the *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. This document may be presented along with the *Response to RFP* in whatever format is clear and concise to the *Consultant*.

- B. **Kermit 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. *The prime vendor shall be the sole point of contact.*
- C. The notable exception to the prime vendor stipulation is the *Internet Service Provider (ISP)* requirement. No weighted criteria (**Section 1.05A**) will apply as the *ISP* for **Kermit ISD** is already established and high speed Internet is readily available throughout **Kermit ISD** facilities. 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 at the speeds indicated in this **RFP**. Vendor must agree to this stipulation by signature in **Appendix ‘C’ — Contract Stipulations**. All other responsibilities and liabilities of this project are the sole responsibility of prime vendor. Responsibilities include, but not limited to:
- Notifying **Kermit ISD** of subcontractor identities prior to beginning work;
 - Providing **Kermit ISD** with an experience statement for each named subcontractor;
 - Performing overall project **Administration** and serving as a focal point for **Kermit ISD** to coordinate and monitor plans and schedules;
 - Maintain project budget and status information, administer changes required, if any;
 - Be present at all **Kermit ISD** meetings, and not dispatch subcontractors as representation;
 - Personally oversee preparation of reports and presentations, if any.
- D. **Kermit 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**, **Kermit 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 **Kermit ISD** for immediate cancellation of the contract, and **Kermit 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. **Kermit 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, *Kermit ISD* is seeking a turnkey solution to the City-wide wireless Internet project and will extend a contract as a whole solution to a single submitting firm, even if that firm is part of a Consortium. Additionally, and under some circumstances, an installation-only *Response to RFP* of the physical layer components will be considered. Even in this event, all requirements and stipulations contained in this *RFP* must still be strictly followed.



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 *Kermit ISD* of the project, payment for the entire project will be in accordance with usual and customary *Accounts Payable* procedures by *Kermit ISD*. Full payment will be rendered within thirty (30) days or less of accepted completion of the project. The *Consultant* and *Team Kermit Technology* 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 Kermit*. A “*punch list*” will be supplied of elements both in compliance and in deficiency to the awarded vendor to establish successful completion of the project.
- B. No payment will be rendered until the *Consultant* and *Team Kermit Technology* deem the project complete.



2.09 — Legal Indemnification

- A. The vendor, without exception, shall indemnify and hold harmless *Kermit 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 the *City of Kermit*, 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 cause that may be brought against *Kermit ISD*. This indemnification shall extend to *Kermit ISD*, *TNMP*, and the *City of Kermit*.
- 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*. Vendor must state full acceptance and compliance with all Items contained in *Section 2.0.9A—C*.



III. Section III — Project Specifics

3.01 — General Description of the Project

Kermit Independent School District desires to provide wireless Internet access to students, administrators and employees of *Kermit ISD* to virtually every *eligible* home within the City limits of *Kermit, Texas*, and for an omnidirectional distance of three to five (3–5) miles around the *City of Kermit*. The explicit purpose of this project is to provide existing network functions of *Kermit ISD* with extended resources from various campuses. As mentioned, access to the school network is strictly limited to administrators, students and employees of *Kermit ISD*. This proprietary access is governed by a *MAC (media access control)* address identification process (sometimes referred to as a “physical address”) and is limited to devices owned by or controlled by *Kermit ISD*.

3.02 — Turnkey Solution Requirements

Kermit 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 is not part of the primary vendor’s scope of work requirement, as the actual *ISP* is a separate entity and is already operational; however, *interaction* and cooperation with the *ISP* may be required.

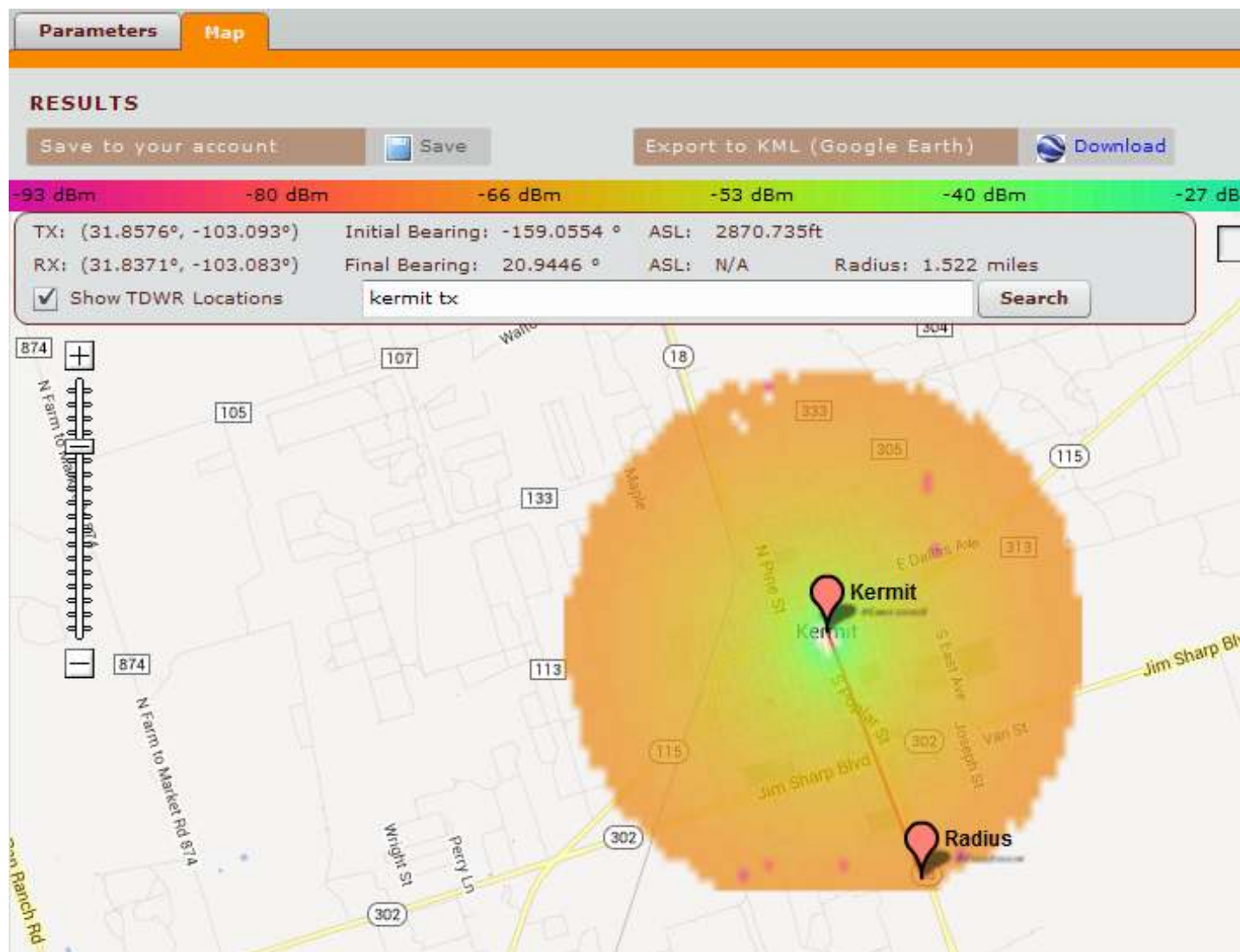
3.03 — Internet Service Requirements

Kermit ISD requires demonstrable, sustainable wireless Internet access to a wide variety of eligible homes (as many as the *Consultant* and *Team Kermit Technology* deem necessary.) The solution must provide, at a minimum, ninety–five percent (95%) coverage to *eligible* homes within the city limits of *Kermit, Texas*, and to ninety percent (90%) of *eligible* rural homes within the immediate targeted area. Potential vendors must indicate a “square mileage targeted area” in their *Response to RFP*. The awarded vendor must consider and provide a solution for known–signal degradation obstacles (*e.g. 1.*, homes with metal roofs may require a portable antenna or similar device that attaches directly to the wi–fi device in a particular structure; *e.g. 2.*, buildings, trees, etc., may require additional access points to “ricochet” around obstacles to obtain *radio frequency [RF]* line–of–sight.) This agreement may be provided in whatever format is clear and concise. Moreover, *Kermit ISD* requires universal service:

- Outdoor coverage of 95 percent;
- Indoor perimeter room coverage on ground and second floor of 90 percent;
- Indoor perimeter room coverage above second floor of 90 percent (if applicable);
- Indoor interior room coverage of 90 percent, with a portable antenna for a wi–fi device if necessary to obtain connectivity and throughput requirements.

3.03 — continued from page 15

The following diagram provide general targeted area parameters:



↪ 3.04 — Device Filtering Requirements

Kermit ISD currently requires and has implemented a filtering mechanism that monitors and limits all Internet access to “k-12 appropriate” content filtering. As such, the wireless network capabilities will require a hardware and software mechanism that limits access to the District-wide network based on *Media Access Control (MAC)*, sometimes referred to as a “physical address,” of all devices. *Content* filtering is already assured; *access* to the City-wide wireless network must have the capability to limit wi-fi devices to *Kermit ISD* approved *MAC* addresses. At *Kermit ISD*’s discretion, this access requirement may or may not be utilized, but the capability must be built into the solution.

3.05 — *Routing Requirements*

All routing of the *throughput* speed of the City-wide wireless network Internet traffic to the *ISP* will be the responsibility of the awarded vendor, and the vendor must work in conjunction with the *Consultant* and *Team Kermit Technology* and the *ISP* to accomplish the proper routing throughput speed outlined in this *RFP*.

3.06 — *WAN and Cloud Physical-Layer Requirements*

Kermit ISD requires that the existing physical layer network to all *Kermit ISD* facilities in no way be impeded by the implementation of the City-wide wireless network either during the construction phase or upon completion of the project.

3.07 — *WAN and Cloud Software Requirements*

Kermit ISD requires that, upon completion, the awarded vendor shall *not* have remote access to or from the wireless network via *VPN*, *VNC*, *telnet*, *.html*, or any other means from any device. *Team Kermit Technology* shall have complete autonomy of access to the wireless network in determining authorization via any and all remote access processes.

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 via *MAC* address identification (*e.g.*, a *Radius* server.) *Team Kermit Technology* and *Administration* may or may not choose to implement this limited access requirement, but it must be available. 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 access the wireless network is unacceptable for this purpose. The *Response to RFP* must detail this monitoring solution and must be capable of handling the anticipated data load. *Kermit ISD* anticipates up to approximately 200 wi-fi devices of all types may simultaneously access the Internet.

3.09 — *Wireless Protocol Requirements*






While the *Consultant* and *Team Kermit Technology* have preconceived specific design inclinations for the City-wide wireless network, no potential vendor solution will be summarily dismissed, in as much as the *Response to RFP* meets all stipulations and criteria of this *RFP*. Potential vendors are encouraged to conduct their own engineering analysis and provide compelling arguments for their solution. 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 and other factors as outlined in *Section 1.05— Selection Criteria*.

3.0.10 — *Throughput Requirements*

Kermi ISD requires that all wireless signals meet or exceed on-average *5mbps per wireless connection*. Respondents should consider all facets of hardware selection and quantity, protocol designation, weather-resistance, obstacles and other factors to ensure the throughput requirement is met 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 all wireless connections in *Appendix ‘C’ — Contract Stipulations*.

3.1 — *Internet Service Provider (ISP)*

As part of the response process, *Kermi ISD* requires the awarded vendor to work in tandem with the *Consultant, Team Kermi Technology* and *Region 18 Education Service Center (ISP provider)* to seamlessly integrate Internet service with existing fiber connectivity to the Internet. Vendor must agree to all stipulations contained 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 *solely* and *exclusively* to the *Consultant* and *Team Kermi Technology*, whether it be an *VPN, telnet*, Internet-based application software, etc. In addition, the device(s), if applicable, must also be configurable through physical cabling (serial, proprietary port, etc.) directly attached to the device. It is acceptable on first setup 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 Water / Communications Tower(s) Considerations*

Kermi ISD has obtained permission from the *City of Kermi* to attach wireless equipment — in this application generally defined as base station(s) — to the City-owned water/communication tower(s). These structures represent the highest points in the *City of Kermi*. Potential vendors are *not* required to utilize these towers and the *Consultant* and *Team Kermi Technology* will analyze alternate solutions as part of a *Response to RFP*. For specifics regarding usage of the City-owned water/communications towers, reference *Section III, 3.4 — 3.4.3*. Should a potential vendor choose to not utilize the water/communications tower, a *detailed*, alternate design response is required in a clear and concise format.

3.4 — *Water/Communications Tower — Architectural Specifics*

The water tower is available for usage by any potential vendor desiring to include it in their wireless network design solution. The water tower is approximately 120–130 feet in height, with ground structure(s) that could serve as the base station operations center. The structure(s) are physically located in close proximity to the tower. All structure(s) are complete with 110v/60 cycle electricity with air conditioning. Ample power, space, and shelving should be available for requisite electronics. Potential vendors are under no obligation to include the water/communications tower in their wireless network design, and it is included in this *RFP* as a “knowledge–point” for consideration in the overall design. Potential vendors must indicate to the *Consultant*, *City of Kermit*, and the *civil engineer* retained by and compensated by the awarded vendor, the proposed mounting height of the base station(s), positioning coordinates, fastening materials, electrical requirements, and anticipated conduit from the base stations to the operations center. All facets of the attachment process must be approved by all three entities. Potential vendors must indicate the attachment process to the *Consultant* and the *City of Kermit*, and obtain agreement for the proposed mounting height of the base station(s), positioning coordinates, fastening materials, and all other relevant components of the attachments. Vendor should anticipate conduit requirements from the water/communications tower(s) to the operations center(s) in order to power the base station(s). Conduit should preferably be buried, unless an acceptable solution is offered and approved by the *Consultant* and the *City of Kermit*.

For quick reference, following are the two *City of Kermit* water towers available for potential vendor base station usage.



City of Kermit Water Tower



City of Kermit Water Tower

↪ **3.4.1 — Structural Engineer Requirement**

Should a potential vendor choose to incorporate the water/communications towers into the wireless network design, a (very modest) structural engineering study by a recognized member of the *Structural Engineers Association of Texas* is required.

(Reference: <http://www.seatot.org>). The structural engineer's services are the responsibility and expense of the awarded vendor and must include a written integrity assurance statement from the structural engineer and bear his seal and signature, similar to as follows:



↪ **3.4.2 — Attachment Expense for Water/ Communications Tower(s)**

All physical layer expense in attaching to the water tower(s) 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 Water / Communications Tower(s)**

All liability with respect to the water tower(s) to be used as a communications base station as well as the operations structure(s) is the responsibility of the awarded vendor. The vendor agrees to hold the *City of Kermit* and *Kermit ISD* harmless with full legal indemnification in any and all occurrences. The awarded vendor must also agree to all liability involving the *City of Kermit* water tower(s), inclusive of maximum financial limitations of the vendor's *general business* and *automobile liability* insurance policies as required by this *RFP*. (Reference *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 water/communications tower;
- ↻ Physical damage to the water /communications tower;
- ↻ Physical damage to the base station structure,
- ↻ Physical damage to any equipment currently *attached* to the water/communications tower;
- ↻ Physical damage to any equipment currently *housed* in the base station structure.

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 Considerations*

All equipment utilized by the awarded vendor as part of the wireless network design must not interfere with any spectrum of bandwidth utilized by *Winkler County's* emergency services existing equipment, regardless whether or not the water /communications tower(s) is/are 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 services, will verify all emergency equipment continues to operate normally while browsing the Internet from any and all wireless-equipped devices. Any verified *radio frequency (RF)* interference will result in a mandatory frequency alteration — including hardware exchange to the wireless network access points — so as to rectify the interference before the *RFP* is deemed complete. Any such hardware exchange is solely at the expense of the awarded vendor. *Kermit ISD* will bear no expense whatsoever as a result of said interference. The *Consultant* recommends all potential vendors perform *radio frequency (RF)* spectrum analysis prior to submission of their *Response to RFP*. (Typically, oscillation is in the range of around 3 kHz to 300 GHz; however, verification of frequencies currently utilized by emergency responders is the responsibility of potential vendors.) Further, *Kermit ISD* requires that any licensed wireless technology deployed in the wireless network will adhere to all *Federal Communications Commission (FCC) Part 15* rules, which regulate licensed and 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.*” *Kermit 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 Requirements*

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 Requirements*

An uninterruptible power supply (*UPS*) is required for all electronics housed indoors. Each *UPS* should be of sufficient wattage to load each device for at least two (2) hours in the event of a power failure. A manageable (“smart” *UPS*) is only required if the device(s) utilized supports automated shutdown 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*.

 *End of Section III*

IV. Section IV — Demographics and Maps

4.0 — Demographics of Kermit, Texas

The following diagram provides basic parameters of *Kermit, Texas* pertinent to potential vendors.

The screenshot shows a web application interface with the following sections and fields:

- TX SITE:**
 - Name: Kermit
 - Radio Type: Custom AP
 - Latitude: 31 31 27.4534 N
 - Longitude: 103 5 33.3547 W
 - Antenna Info: Height: 120.00 feet, Gain: 15 dBi
 - TX Power: 25 dBm
- RX AREA:**
 - Radio Type: Custom CPE
 - Radius: 1.57 miles
 - Antenna Info: Height: 10.00 feet, Gain: 3 dBi
 - Rx Threshold: -53 dBm
 - Rollage Depth: 0%
- OTHER PARAMETERS:**
 - Frequency: 2400 MHz
 - Polarization: Horizontal
 - Max. Load (mg): 0
 - Site Climate: Continental Temperate
 - Units: English System
 - Wind Direction: Yes

Prior to submitting a response, potential vendors may wish to perform *climatological* investigation that would impact the City-wide wireless network, inclusive of naturally-occurring electrical activity, average wind velocities, average rainfall amounts, atmospheric particulate matter that could impede *RF* throughput, etc.

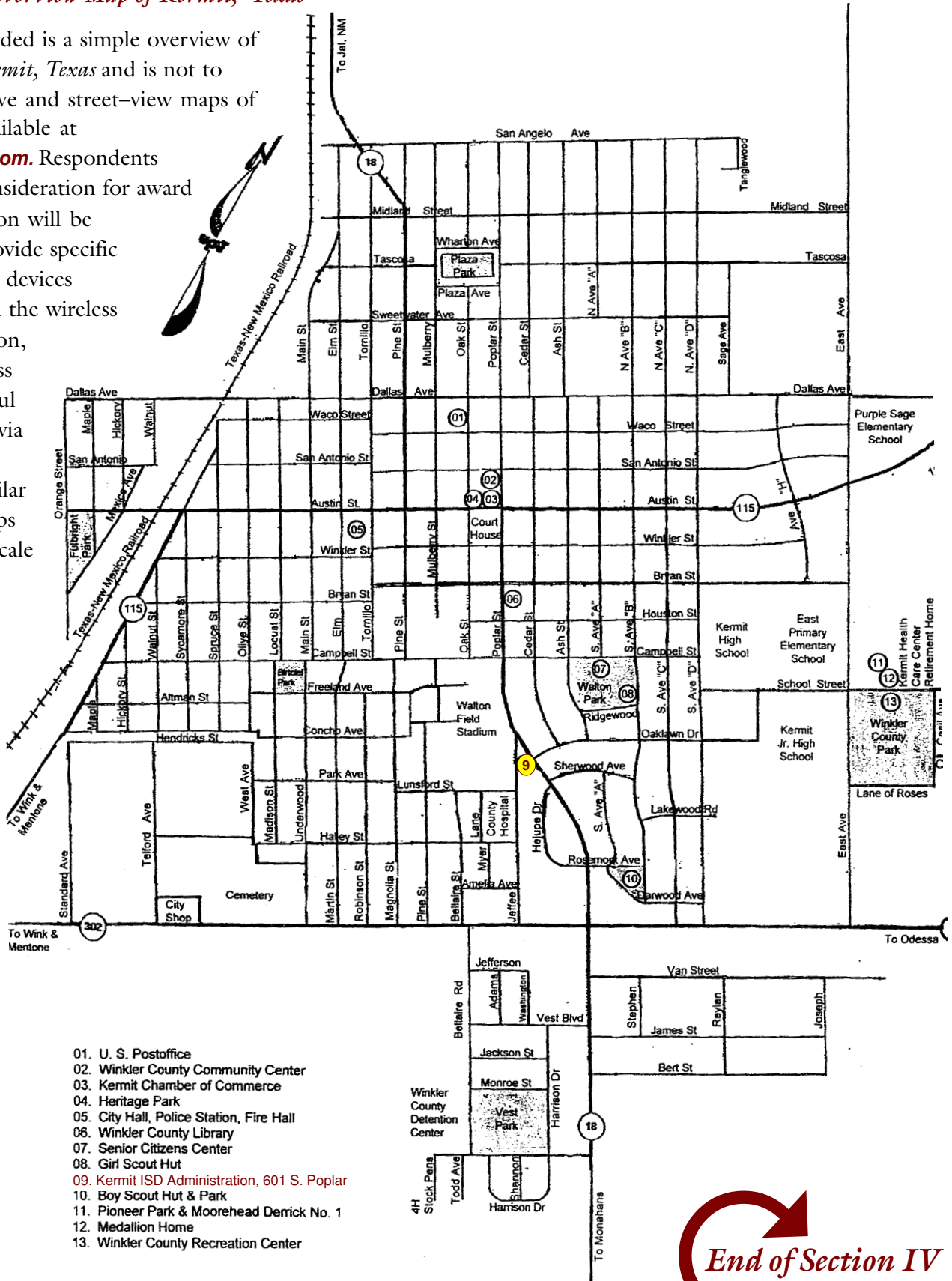
Prior to submitting a response, potential vendors may wish to perform *physical geography* research of terrain, natural growth, and other line-of-sight physical features that could impede performance throughput of the City-wide wireless network.

Prior to submitting a response, potential vendors may wish to perform *demographics* research of the population *Kermit ISD* serves. *Kermit ISD* has approximately 1,300 students, and nearly 250 employees throughout the City. Home density aggregation — requiring greater density of access points to deliver required throughput — is concentrated relatively evenly throughout most of the City.

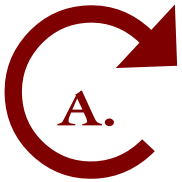
Additional data is readily available from a variety of Internet sources to aid in vendors' *Response to RFP*.

 **4.1 — Overview Map of Kermit, Texas**

The map provided is a simple overview of the City of Kermit, Texas and is not to scale. Interactive and street-view maps of Kermit are available at maps.google.com. Respondents under final consideration for award recommendation will be required to provide specific locations of all devices associated with the wireless network solution, including access points, backhaul antennas, etc. via *google maps* “pins” (or similar interactive maps providing to-scale distance calculations.)

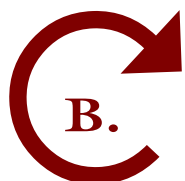


 **End of Section IV**



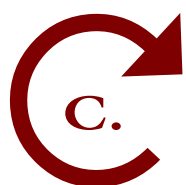
APPENDIX 'A'

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, 1.04N — Commencement of the project may begin at any time after the following documents have been secured by **Kermit ISD**, as follows: (1.) *Bid Bond* requirements as outlined in this **RFP**; (2.) *Performance Bond* as outlined in this **RFP**; (3.) Proof of *general business liability insurance* as outlined in this **RFP**; (4.) *Proof of automobile liability insurance* as outlined in this **RFP**.

Authorized Agent (Original Signature) _____

Section I, 1.04O — Project must be completed within ***one hundred twenty (120) days following contract signing***. A performance penalty of \$5,000.00 (five thousand dollars) will be assessed for each 24-hour delay in successful completion of the project, as defined in this **RFP**, and as determined by the **Consultant** and **Team Kermit Technology**.

Authorized Agent (Original Signature) _____

Section II, 2.04B — Should inclement weather hamper the completion date, **Kermit 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 **Region 18 Education Service Center (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 devices.

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

Authorized Agent (Original Signature) _____

Section II, 2.09A — You, without exception, shall indemnify and hold harmless **Kermit 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. You further agree to indemnify and hold harmless **Kermit 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 you.

Authorized Agent (Original Signature) _____

Section III, 3.0.10 — **Kermit 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 fulfillment of this **RFP**.

“On-average” sustainable signal strength in **mbps** devices within the targeted areas defined: _____

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 — You must agree to work in tandem with the **Consultant, Team Kermit Technology** and **Region 18 Education Service Center (ISP)** to seamlessly integrate Internet service with existing fiber connectivity to the Internet.

Authorized Agent (Original Signature) _____

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

Authorized Agent (Original Signature) _____

Section III, 3.4.3 — Should your proposal solution include usage of the water/communications tower(s), all liability with respect to the tower(s) to be used as a communications base station as well as the operations structure(s) is the responsibility of the awarded vendor. The vendor agrees to hold the **City of Kermit** and **Kermit ISD** harmless with full legal indemnification in any and all occurrences. The awarded vendor must also agree to all liability involving the **City of Kermit** water tower(s), inclusive of maximum financial limitations of your *general business* and *automobile liability* insurance policies as required by this **RFP**. Should your proposal solution not include the water towers, you may skip this signature panel.

Authorized Agent (Original Signature) _____

Contract Stipulations Page 4

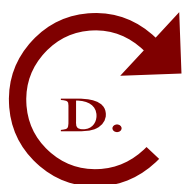
All respondents to this **RFP** must sign each of the following *Contract Stipulations*. By signing, you certify that you are duly-authorized to fully bind your firm to this **Response to RFP** and to all Terms and Agreements contained herein. *These stipulations must be signed in ink.*

Firm Name: _____ Date _____

Authorized Agent (Print) _____ Title _____

Section III, 3.4.4 — You agree that 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 **Winkler County** emergency services existing equipment, regardless if the water/communications tower(s) is/are utilized in the proposed wireless network design. You agree any verified interference of the wireless network will result in a required frequency adjustment so as to rectify the interference before the **RFP** is deemed complete. **Kermit ISD** will bear no expense as a result of said interference, and any and all expenditure to correct the interference will be the awarded vendor's expense.

Authorized Agent (Original Signature) _____



APPENDIX 'D'

Pricing

Pricing Specifics

Pricing for this project is divided into four (4) “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). **Note:** *A Microsoft Excel spreadsheet (in printed form) is acceptable in lieu of handwritten completion of any spreadsheet, provided the Excel spreadsheet follows the rows and columns of the tables included in this RFP.*

As **Kermit ISD** is seeking a turnkey solution to the City–wide 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 and expense of the potential vendor. Further, **Kermit 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, **Kermit 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. All electronics required to provide demonstrable and sustainable wireless Internet connectivity must be included in this spreadsheet. Pricing must exclude any form of sales, excise or any other tax, as **Kermit ISD** is tax–exempt of all federal, state, or local taxes. All products must already include any shipping charges, FOB charges, or other delivery charges. **Reminder:** All electronics listed in this spreadsheet must be accompanied by a specification sheet from the manufacturer, and should be included in the “**Original**” submission as part of **Appendix ‘A’ — Manufacturer’s Hardware Specification and Data Sheets**. (Specification sheets are *not* required for the two (2) “**Copies**.”)
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 desired.
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 **Kermit ISD** will not accept “**Unit**” (hourly) costs for labor. Also, as **Kermit 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 expenditures are necessary.
4. **Project Totals** — This spreadsheet has “preset” line items. It is not permissible to add additional line items to this spreadsheet as **Line Item 4** already allows for otherwise undocumented expenses. **Important: Spreadsheet 4** totals must not vary from **Spreadsheets 1 — 3** totals. In the event of variance, the lesser amount will prevail as binding upon the vendor.

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 expenditure, if not included already	1	1	
4	Lodging, meals expenditure, if not included already	1	1	
5	Additional installation and configuration expenses. (<i>Explain in detail below on this spreadsheet. Use additional sheet(s), if necessary.</i>)	1	1	
6	<i>Note: This spreadsheet may also be used for a Consortium Response to RFP desiring to provide an "Installation Only" option of the wireless network components.</i>	1	1	
Total for Spreadsheet 3 — Installation and Configuration				
1. Quantity x Unit = Extended 2. Extended + Extended = Total				\$

Spreadsheet 4 — Project Totals

Line Item	Spreadsheet Identification	Spreadsheet Totals 1 — 3 (USD)
1	<i>Electronics Spreadsheet</i>	
2	<i>Infrastructure and Hardware Spreadsheet</i>	
3	<i>Installation and Configuration Spreadsheet</i>	
4	<i>Any Additional, Otherwise Undocumented Expenses</i>	
	1. Total + 2. Total + 3. Total + 4. Total = Project Total	
	 <i>Project Total</i>	\$

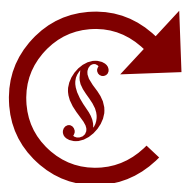
Primary Vendor Signature

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) _____



Special Narrative Requirement

The *Special Narrative Requirement* requires a response from potential vendors for each of the following, and may be provided in whatever form and format is conducive and convenient as long as the narrative is clear and concise to the *Consultant* and to *Team Kermit Technology*.

1.01C — Requirements of the Project

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>, and provide any relevant documentation to that effect.

1.01D — Requirements of the Project

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>, and provide any relevant documentation to that effect.

2.05A — Vendor Response to RFP Evaluations

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.

2.09 — Legal Indemnification — Vendor must state full acceptance and compliance with all Items contained herein.

3.03 — Internet Service Requirements

The City-wide wireless network solution must provide, at a minimum, ninety-five percent (95%) coverage to all homes within the City limits of *Kermit, Texas*, and to ninety percent (90%) of rural homes within the immediate targeted area. Potential vendors must indicate a “square mileage targeted area” in their *Response to RFP*, as well as a remedy for any and all obstacles impeding the *RF* signals to and from the base stations to the access points.

3.08 — Limited Access Requirement

Potential vendors must outline the hardware and software mechanism to limit access to the wireless network via *MAC* address identification or alternate access limitation methodology. **Note:** Simply assigning a password to access the wireless network is unacceptable for this purpose.

3.09 — Wireless Protocol Requirements

While the *Consultant* and *Team Kermit Technology* have pre-conceived specific design inclinations for the City-wide wireless network, potential vendors are encouraged to conduct their own engineering analysis and provide compelling arguments for their solution.

3.3 — Wireless Design and Water / Communications Tower(s) Considerations

Should a potential vendor choose to not utilize the water/communications tower, a *detailed* alternative response is required.

Notation: *Page 39* represents the final page of this *Request for Proposals*. Please ensure your *.pdf* package contains all pages, inclusive of *pages 1—39* so as to provide all potential vendors with a fully-informed, equal opportunity to submit a competitive *Response to RFP*. *Kermit Independent School District* thanks your firm for your time and preparation regarding this project.

↪ *Special Consultancy Notation*

Consultant's Federal and State Purchasing/Procurement Compliance Signature Declaration

By my signature and company's affirmation stamp, I certify that I have (1.) observed all Federal and State-mandated bid-letting requirements and stipulations without incidence, impropriety, bias, collusion, or malice; (2.) *O'Neal & Associates* has no financial interest or gain in any award or work product of this *RFP* other than the ascribed Consultancy fees negotiated with and approved by the *Administration* of *Kermit ISD*.

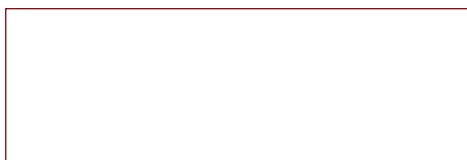
Pursuant, I have examined this potential vendor's *Response to RFP*, and report my findings as follows:

I have determined that this *Response to RFP* satisfies the essential requirements for acceptance and *consideration* for award offering of this *RFP*. *Consideration* does not constitute any contract offering.

I have determined that this *Response to RFP* does *not* satisfy the essential requirements for acceptance and/or consideration for award offering of this *RFP*. The submitting vendor may request written explanation from the *Consultant* as to the causation for exclusion for consideration of award offering, if desired. *Consultant's* response will be provided within seven (7) days of formal request by the submitting vendor. Address requests for explanation to *Bryan J. O'Neal* at *boneal@onealassociates.com*.

Signatory (Print) _____ Date _____

Signatory (Sign) _____ Date _____



ONEAL & ASSOCIATES
www.onealassociates.com

Consultant's company affirmation stamp of compliance with all State mandated bid-letting requirements.