



## DESOTO INDEPENDENT SCHOOL DISTRICT

### Request for Proposal # 22-004

### FCC Form # 220001992 (DESO 2022-C1 INT)

#### Internet Access

DeSoto ISD is inviting proposals to provide network connectivity between District sites in accordance with the terms and conditions detailed herein. Proposals will be accepted until **2:00 p.m. CST, Tuesday, January 11, 2022**. Proposals received after this time will not be accepted. One original and three (3) copies of your proposal must be submitted along with a digital copy. No award will be made until the DeSoto ISD Technology Department has had sufficient time to evaluate the proposals. DeSoto ISD reserves the right to contract in the best interest of the district.

Responses must be sealed and marked on the lower left-hand corner with the name and address of the vendor, opening date and time. Fax responses cannot be accepted. Address mail or deliver all proposals and accessory documents to:

David C. Scott  
DeSoto ISD Purchasing Department  
200 E. Beltline Road  
DeSoto, Texas 75115

Inquiries for information regarding procurement procedures, proposal submission requirements or other fiscal / administrative concerns shall be directed to [david.scott@desotoisd.org](mailto:david.scott@desotoisd.org).

Thank you for your participation

## DeSoto Independent School District

### Request for Proposal # 22-004

#### TIMELINE FOR PROPOSAL SOLICITATION PROCESS

Issue RFP.	November 24, 2021 (Wednesday)
Deadline for vendor questions (Email questions to: dscott@desotoisd.org)  <b>Note:</b> Reference “ <b>RFP #22-004 Questions</b> ” in the subject line of your email.	December 8, 2021 2:00 pm CST (Wednesday)
Questions & Answers posted on <a href="http://www.usac.org/e-rate">www.usac.org/e-rate</a> and DeSoto ISD <a href="http://www.desotoisd.org">http://www.desotoisd.org</a> as an Addendum to the RFP for all participating vendors to download/review.	December 13, 2021 (Monday)
Deadline for submission of RFP responses.	January 11, 2022, 2:00 p.m. CST (Tuesday)

1. **PURPOSE:** DeSoto ISD (the District) wants to contract with an E-rate eligible vendor to provide broadband data connections in accordance with the technical specifications set forth in this Request for Proposal (“RFP”).

**E-Rate Participation Required. All respondents must agree to participate in the Universal Services Fund Schools and Library Program (“E-rate”).** It is the intent of the District to file an E-rate application for Funding Year 2022 and subsequent years under contract for the products and services included in this Request for Proposal. The start of service is not dependent on receipt of E-rate funds however; the proposer understands and accepts that the District will request reimbursement from USAC using the service provider invoice (“SPI”) method once the Funding Commitment Decision Letter is received. Full implementation of the project may be dependent upon receipt of E-rate funding and other factors unknown to the District at this time.

“I understand and will comply.” \_\_\_\_\_

2. **PERIOD OF CONTRACT PERFORMANCE:** The period of goods and services received subject to this solicitation and any resulting contract are anticipated to commence July 1, 2022 conditional upon Board approval. E-rate program rules (<https://www.usac.org/e-rate/>) allow for installation and construction costs related to telecommunications services and Internet Access (Category 1 services) to be incurred by the provider up to six months prior to July 1 of the funding year. It is the expectation of DeSoto ISD that the awarded bidder will undertake construction and installation prior to the beginning of the funding year in order for services to commence July 1. DeSoto ISD will consider multi-year contracts and/or contracts featuring voluntary annual renewals. DeSoto ISD reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term end on June 30 of the applicable E- rate program year.

“I understand and will comply.” \_\_\_\_\_

3. **BACKGROUND:** DeSoto ISD is located in North Texas just south of Dallas. Approximately 8,500 students are enrolled in 11 campus locations throughout the District. Currently DeSoto ISD has a leased fiber wide area network connecting various District sites to the NOC at 616 Eagle Drive, DeSoto, TX 75115 and the secondary data center located at 1200 Academy Way, DeSoto, TX 75115.

“I understand.” \_\_\_\_\_

4. **QUESTIONS:** Email any technical issue or specification questions pertaining to this Request for Proposal (RFP) to the Purchasing Department at [david.scott@desotoisd.org](mailto:david.scott@desotoisd.org). Include a return email and phone number and specifically reference the section of the proposal in question. All questions must be submitted in writing no later than the date specified in the RFP Milestones for this RFP. **Questions and answers will be posted as an Addendum on the DeSoto ISD website [www.desotoisd.org](http://www.desotoisd.org) and the USAC E-Rate Productivity Center (EPC).** These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

“I understand and will comply.” \_\_\_\_\_

5. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: **Josephfer Williams, Director of Technology.**

"I understand and will comply." \_\_\_\_\_

6. **OBJECTIVE:** The District is seeking proposals for Internet Access for Katherine Johnson Technology Magnet Academy (KJTMA).

7. **SPECIFICATIONS:**

7.1 Broadband Internet Access with bandwidth levels of 5, 7.5 and 10 Gbps.

7.2 Location:

(1) Katherine Johnson Technology Magnet Academy (KJTMA), 1200 Academy Way, DeSoto, TX 75115

7.4 Proposal should include design and professional services to implement dual location Internet service with the existing broadband Internet access located at the data center, 616 Eagle Drive, DeSoto TX 75115 and broadband Internet access located at KJTMA.

7.5 Proposal should provide a solution that is manageable, resilient, and scalable with a strong Service Level Agreement (SLA) and allow for future growth.

7.6 Bidders are to provide pricing for one (1) year or multiple year proposals. Any multi-year proposal must provide for extending or abbreviating the contract period if such extension or abbreviation is necessary to make the contract term end on June 30 of the applicable E-rate program year. Multi-year proposals must provide for annual voluntary renewals.

7.7 Hand off with a 10 gig multi-mode fiber connection (LC) in District equipment.

7.8 Provide optional proposal for on-premise router that will manage 10 Gbps bandwidth.

7.9 Any equipment provided must be equipped with battery backup or ability to tie into the District's current battery backup equipment on site.

7.10 Any non-recurring costs should be described and clearly differentiable from monthly recurring costs.

8. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original and three (3) copies of

each proposal shall be submitted to DeSoto ISD along with a digital copy. The “original” copy shall be clearly noted. Offeror shall make no other distribution of the proposal. Proposals should be as thorough and detailed as possible, so that DeSoto ISD may properly evaluate the offeror’s capabilities to provide the required product/services. Return this **Request for Proposal** document along with proposal information organized into the following sections and appropriately indexed/labeled.

- **Proposal Section A, Summary.** A top-level summary that highlights the major features/most important aspects of the proposal, containing a concise description of the proposed solution, limited to two pages. It should clearly indicate any options or alternatives offered. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Summary.
- **Proposal Section B, Company Background and certifications.** Describe the company, its size, number of employees, and annual sales volume. This shall include a brief history of the offering firm, emphasizing its experience in providing product/services to customers comparable to DeSoto ISD. Include company FCC Form 498 ID SPIN ([www.usac.org/sl](http://www.usac.org/sl)), proof of FCC registration number green light status ([fcc.gov/coresWeb/publicHome.do](http://fcc.gov/coresWeb/publicHome.do)). Include Attachment A, References in this Section.
- **Proposal Section C, Proposal Pricing.** Include a complete description including type of technology recommended for delivery of broadband Internet Access services and cost breakdown of the recurring services, integration services, hardware, training, and support/maintenance. The proposal should include a monthly cost for each location and a schedule of all charges and/or fees associated with the account, e.g., installation fees for establishing or changing services.
- **Proposal Section D, Support Services.** Discuss in detail the support provided including:
  - - Define the maintenance terms and conditions.
    - Identify the address of the vendor's local service centers and the number of service personnel trained on the proposed system.
    - Describe your definitions of major and minor problems and the method of escalation of “urgent” cases.
    - Explain any services that would assist in disaster avoidance and recovery planning for the proposed system.
    - Maintenance and repair must be available 24 hours a day, 7 days a week, 365 days a year. The vendor will guarantee a 4-hour maximum response time on all network outages.

- An uptime guarantee (service level agreement or “SLA”) of 99.95% or better shall be provided 24 hours/day, 7 days/week measured with respect to each individual endpoint. If a network trouble occurs, the provider will deliver swift, state-of-the-art problem detection, diagnosis, and resolution. Vendor shall describe commitments and compensation for non-performance.
  - District is to be provided a single point of contact.
  - Support personnel must be trained and manufacturer-certified on all proposed equipment.
  - Vendor must provide regular status-of-repair reports.
- **Proposal Section E, Projected Timeline.**
- **Proposal Section F, Desoto ISD Purchasing Forms.** Completed as required and with original signatures.
- **Proposal Section G, Alternative Proposals, Exceptions and Clarifications.** Offeror may provide more than one solution in order to provide alternative creative proposals that District may not have been aware of or considered. Any alternatives and/or exceptions to the RFP specifications must be detailed and clearly noted in this Section.

## 9. **AWARD**

9.1 Proposals will be evaluated by a DeSoto ISD committee. The District reserves the right to award either “all or none” or portions thereof, whichever is in the best interest of DeSoto ISD. All bids submitted for E-rate eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with §54.511 per the FCC’s competitive bidding requirements (47 C.F.R. § 54.503). Should DeSoto ISD determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration a contract may be negotiated and awarded to that offeror. The proposed contract will be presented to the School Board for final approval of award recommendation; services may not commence until such approval, as required, is obtained.

9.2 DeSoto ISD may cancel this RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

9.3 Vendors who provide pricing through an approved vendor of at least one of the following purchasing cooperatives will receive additional points on the bid evaluation:

- TX Department of Information Resources (DIR), [dir.texas.gov](http://dir.texas.gov)
- BuyBoard, [www.buyboard.com/Home.aspx](http://www.buyboard.com/Home.aspx)

- TIPS/TAPS, [www.tips-usa.com/](http://www.tips-usa.com/)
- National IPA (formerly TCPN), [www.nationalipa.org/Pages/default.aspx](http://www.nationalipa.org/Pages/default.aspx)
- ESC Region 10 <https://www.region10.org/>
- TxSmartBuy, [www.txsmartbuy.com/](http://www.txsmartbuy.com/)

9.4 The Bid Evaluation Criteria is as follows:

Price – E-rate Eligible Services (20),  
 Other costs (5),  
 Buying Group Approved Bidder (15),  
 Reputation (10),  
 Quality of Service (10),  
 Meet District needs (10),  
 Past Relationships (10),  
 Underutilized Business (10),  
 Long Term Cost (10)

**In order for DeSoto ISD to properly evaluate your bid, please provide details specific to the evaluation criteria areas along with your proposal.**

## **SECTION 10. UNIVERSAL SERVICE (E-RATE) REQUIREMENTS**

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. §254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

### **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).

### **USF Registration**

Vendor shall submit with its proposal a valid FCC Form 498 ID (Service Provider Identification Number “SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

### **USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services

and/or products.

### **USF Documentation**

Vendor shall provide to District staff and/or the District's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

### **Kellogg & Sovereign Consulting (K&S) authorized.**

The District has engaged the services of K&S to assist with the E-Rate filings for the District. K&S may request information directly from Proposer(s) in order to properly complete and manage the related E-Rate applications.

### **Invoicing Procedures**

Vendor shall itemize, price and invoice separately any materials or services that are ineligible for E-rate funding.

### **USF Discounted Invoicing and Reimbursement Processes**

Vendor shall, at the District's request, either

- (a) Invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or
- (b) Provide supporting documentation upon request to support District in filing FCC Form 472 to request reimbursement using the Billed Entity Applicant Reimbursement "BEAR" method.

### **Audit and Document Retention Requirement**

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for **ten (10)** years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Maintaining detailed, signed individual timesheets for maintenance conducted
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471



- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time

### **Contract Term Modification**

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

## **Additional Terms and Conditions**

### **TERMS AND CONDITIONS**

1. **CONTRACT PROVISIONS BY REFERENCE:** It is mutually agreed by and between DeSoto ISD and Offeror that the District Board's acceptance of the Offeror's proposal shall create a contract between the parties thereto containing all specifications, terms and conditions in the RFP except as may be amended in the purchase order. Any exceptions taken by the Offeror not included will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this RFP and information submitted by an offeror, the terms and conditions of this RFP and resulting contract will govern.
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Texas. The contractor shall comply with applicable federal, state and local laws and regulations.
3. **ASSIGNMENT OF CONTRACT:** A contract shall not be assigned or subcontracted by the contractor in part or whole without the written consent of DeSoto ISD.
4. **RIGHT TO REJECT:** DeSoto ISD reserves the right to reject any or all proposals. In addition, Offerors should recognize the right of DeSoto ISD to reject a proposal if they fail to submit the data required in the RFP, or if the proposal is in any way incomplete.
5. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
6. **MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a proposal on the official form provided for that purpose may be cause for rejection. Return of the complete document is required. Modification of or additions to the Terms and Conditions of this solicitation may be cause for rejection; however, the Director of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal.
7. **ERRORS OR OMISSIONS:** The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.

8. **NON-DISCRIMINATION:** Contractors or suppliers are obligated not to discriminate against any employee or applicant for employment because of race, color, religion, handicap, national origin, sex, or socioeconomic status. This obligation shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors or suppliers are obligated to comply with all requirements of the ADA.
9. **METHOD OF PAYMENT:** Payment will be made after satisfactory performance in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice by the Contract Administrator. The contractor shall be paid once a month for services performed the previous month during the contract period. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
10. **TAX EXEMPTION:** DeSoto ISD is exempt from the payment of sales/use taxes. When under established trade practice, any federal excise tax is included in the list price. Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by DeSoto ISD.
12. **TERMINATION:** Failure to comply with the terms and conditions of this solicitation or to deliver equipment, supplies, or services identified in the solicitation and contract at the discount quoted will void the contract award. Upon termination for default, payment will be withheld at the discretion of DeSoto ISD. In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, DeSoto ISD, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs.
13. DeSoto ISD reserves the right to cancel and terminate any resulting contract in part or in whole should the Director of Purchasing determine that such a termination is in the best interest of the District. Any such termination shall be affected by delivery to the contractor a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the offeror must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.
14. **TESTING AND INSPECTION:** DeSoto ISD reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the specification.

15. PROPRIETARY INDEMNITY: Vendor warrants that the system, each part of the system and all other products and services used by or furnished by vendor do not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of claim by any third party against DeSoto ISD, the District shall promptly notify vendor and vendor shall defend and indemnify DeSoto ISD against any loss, cost, expense, claim or liability arising out of such claim, whether or not such claim is successful.
16. PATENT AND COPYRIGHT MATERIALS: Unless otherwise expressly provided in a contract, vendor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
17. COSTS OF RESPONSE TO REQUEST FOR PROPOSAL: DeSoto ISD will not be liable for any costs associated with the preparation of materials for Offeror's proposal submission.
18. AUDIT: Contractor hereby agrees to retain all books, records, and other documents relative to this contract for ten (10) years after final payment, or until audited by DeSoto ISD, whichever is sooner. The District, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
19. OPEN RECORDS: Ownership of all data, materials and documentation originated and prepared for DeSoto ISD pursuant to this proposal shall belong exclusively to the District and be subject to inspection in accordance with the Texas Open Records Act.
20. COMPLIANCE WITH PROCEDURES: Contractor shall comply with all procedural instructions that may be issued from time to time by DeSoto ISD; however, the terms and conditions of the contract will not change.
21. EXTRA CHARGES NOT ALLOWED: The proposed pricing shall be for complete product/service (labor, hardware, supplies, shipping, reporting, etc.). Extra charges will not be allowed.
22. LATE PROPOSALS: Proposals must be received by the DeSoto ISD Purchasing Department by the designated date and hour to be considered for selection. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. **DeSoto ISD is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the offeror to ensure that its proposal reaches the Purchasing Department by the designated date and hour.**

23. OBLIGATION OF OFFEROR: By submitting a proposal, the offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
24. PROPOSAL ACCEPTANCE PERIOD: The proposal shall be binding upon the offeror for a minimum of ninety (90) calendar days following the proposal receipt and opening date. Any proposal on which the offeror shortens the acceptance period may be rejected as determined by the Director of Purchasing.
25. CHANGES: Statements made by DeSoto ISD representatives do not modify the terms, conditions and specifications of the RFP. Changes and modifications to any section of the RFP will not be valid unless said changes are confirmed in writing in the form of an addendum and issued by the Director of Purchasing.
26. QUALIFICATIONS OF OFFERORS: DeSoto ISD may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to DeSoto ISD all such information and data for this purpose as may be requested. DeSoto ISD reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. DeSoto ISD further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy DeSoto ISD that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein or has been debarred from the E-rate Program.
27. FORM 1295: By submitting a signed proposal, a proposer agrees that it fully understands this RFP and shall abide by the terms and conditions contained therein. Further, such proposer certifies that it follows all federal and state laws and purchasing guidelines of DeSoto ISD. This includes all requirements as it relates to HB1295 which can be found on the [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Required forms to be submitted by the proposer are outlined herein. Additionally, proposer certifies that neither proposer, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representatives of such subcontractors, to be assigned to the project hereunder has been convicted of a penal offense, or that, if such a conviction has occurred, proposer will fully advise the Board of Trustees as to the facts and circumstances. Failure to do so may result in disqualification of any subsequent proposal.
28. FORM W-9: All proposers must include a completed current Rev. November 2017 FORM W-9 with the proposal.

**Attachment A**  
**REFERENCES**

Provide a listing of at least three (3) references, preferably school districts, but certainly companies of similar size/volume, for whom the company has provided these products/ services for the last three (3) years. List only those clients where your solution has been implemented and is currently in use.

(1) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Internet Access Bandwidth and total users supported \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

(2) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Internet Access Bandwidth and total users supported \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

(3) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Internet Access Bandwidth and total users supported \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

**Attachment B**

**VALIDATION**

*Note: Proposals must be manually signed on this form in the space provided below.*

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the proposal, ever been disqualified, debarred from the E-rate program, removed, or otherwise prevented from participating, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer is yes, please explain the circumstances on a continuation page.

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Offeror, in compliance with this RFP, has examined the specifications, and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products, and is able to furnish the services/products in the time frame specified and at the rates set forth in this bid. The undersigned, on behalf of the offeror, certifies that this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor, and certifies that all statements contained in the bid are true and correct. If accepted by the District, this bid is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: \_\_\_\_\_ Minority-owned or \_\_\_\_\_ Female-owned (Y/N)

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

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Typed Name of Representative

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FCC Form 498 ID (SPIN)

\_\_\_\_\_  
FCCRN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

**THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

Attachment C



Approximately 65 school districts in the North Texas area have formed through an interlocal agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). Bids and proposals by any member or participating district are made available to all other districts if approval to do so is indicated by the vendor in the bid or proposal. If approved, member/participant districts will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of the solicitation. All purchases by members and participants other than DeSoto ISD will be billed directly to that entity and paid by that entity. DeSoto ISD will not be responsible for another entity's debts. Each governmental entity will contact the vendor and order their own materials/services as needed.

EPCNT Home Page: [www.epcnt.com](http://www.epcnt.com)

**USE BY OTHER EPCNT ENTITIES:** The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. The successful bidder may allow other entities the privilege of purchasing under this contract.

Would you (the vendor) be willing to extend the terms, conditions, specifications and pricing of this bid or proposal to other EPNCT entities should any of these entities decide to participate in this contract?

\_\_\_\_\_ yes                      \_\_\_\_\_ no

If you (the vendor) checked yes, the following will apply.

Governmental entities utilizing DeSoto ISD contracts will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a school district or governmental entity other than DeSoto ISD will be billed directly to that school district or governmental entity and paid for by same. DeSoto ISD will not be responsible for another school district's or governmental entity's debts. Each school district or governmental entity will order their own materials/services as needed.

Vendor Name	Address	Phone Number
Authorized Signature	Title	Date

**THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**



**Attachment D**

**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING PROPOSAL**

By submission of this proposal, the undersigned certifies that:

1. Neither the Proposal Submitter's officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposal submitter or potential proposal submitter any money or other valuable consideration for assistance in procuring or attempting to procure a contractor fix the prices in the attached proposal or the proposal of any other submitter and further states that no such money or other reward will be hereinafter paid.
  
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, direct or indirectly, the DeSoto Independent School District Board of Trustees between proposal submission date and award by the DeSoto Independent School District Board of Trustees.
  
1. No officer or stockholder of the proposal submitter is a member of the staff or related to any employee of the DeSoto Independent School District except at noted herein below:

\_\_\_\_\_

\_\_\_\_\_

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the submitter as well as any person signing in his/her behalf.

Signature/Title: \_\_\_\_\_

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**Attachment E**

**FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**COMPANY NAME:** \_\_\_\_\_  
Print or type

**AUTHORIZED COMPANY OFFICIAL’S NAME:** \_\_\_\_\_  
Print or type

**\*\*\*\*\* Sign only A, B, or C \*\*\*\*\***

A. My firm is publicly held corporation therefore, this reporting requirement is not applicable.

\_\_\_\_\_  
Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

\_\_\_\_\_  
Signature of Company Official

C. My firm is owned or operated by the following individual (s) who has / have been convicted of a felony. Detail of Conviction: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

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**Attachment F**  
**Instructions - Form 1295**

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval, unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apply:

1. “Interested Party” means a person:
  - a. Who has a controlling interest in a business entity with whom a governmental entity contracts: or
  - b. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
2. “Intermediary” means “a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a. Receives compensation from the business entity for the person’s participation;
  - b. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c. Is not an employee of the business entity
3. “Business Entity” means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. “Business entity” includes a for-profit or nonprofit entity. He term does not include a governmental entity or state agency.
4. “Contract” includes an amended, extended, or renewed contract.
5. “Controlling Interest” means:
  - a. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.”

**A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission’s online filing application, which can be found at:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.html](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html)

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be **signed by an authorized agent** of the business entity, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting school district**.

Again, inter-local contracts DO NOT REQUIRE a Form 1295 because governmental entities do not fall within the definition of “business entity”. Notably, though, compliance with HB 1295 is required for contracts with nonprofit agencies, such as the DeSoto Independent School District.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

**ADD ADDITIONAL PAGES AS NECESSARY**

# Attachment G

## SB 252

### CHAPTER 2252 CERTIFICATION

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the DeSoto Independent School District's Purchasing Department.

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

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# Attachment H

## House Bill 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ Company or Business name (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

**THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**