



DESOTO ISD

**REQUEST FOR PROPOSAL #23-004
FCC FORM 471 # 230004440 (DESO 2023-C1)
E-RATE CATEGORY 1 WIDE AREA NETWORK
Due March 24, 2023, 10:00 a.m.**

DeSoto ISD is inviting proposals to provide broadband data connections in accordance with the terms and conditions detailed herein.

If your firm wishes to be considered, please contact Sandra Scott at sandra.scott@desotoisd.org so that your firm may be placed on the list for future communications about this RFP. Please include contact name and contact information.

Proposals should include the required information found in the following pages and should be no more than 25 pages, not including the covers, table of contents, tab divider pages, financial statement, sample deliverables or required forms. All other pages will count toward the page limit.

Questions about this RFP may be directed toward:

Sandra Scott
DeSoto ISD Purchasing Department
200 East Belt Line Road
DeSoto, Texas 75115

All questions must be received by 3/6/2023 at 12:00 p.m. The district will respond to all relevant questions in one correspondence to all interested parties by 3/6/2023.

Revisions or amendments, if any, will be made by issuing an addendum. All parties who have requested to be placed on the list for communications about this RFP will be notified in the event an addendum is issued.

If you intend on submitting proposals, **DO NOT** contact any other member or employee of the District or Board of Trustees in any form until a contract for this RFP has been awarded, unless granted written permission to do so by the District.

Mail or deliver by 03/24/2023 at 10:00 a.m. three (3) hard copies and one (1) electronic (PDF) copy on a CD or USB flash drive of your firm's proposal to:

Request for Proposal 23-004 – E-Rate Category 1 Wide Area Network
DeSoto ISD

DeSoto Independent School District
Purchasing Department
200 East Belt Line Rd.
DeSoto, TX 75115

Proposals must be clearly marked on the outside of the package with:

Request for Proposals 23-004– Erate Category 1 Wide Area Network
Due Date & Time: 03/24/2023 at 10:00a.m.
Firm Name: _____

Any Proposals received later than the specified time, whether delivered in person or mailed, shall be disqualified. Faxed and emailed proposals will not be accepted. DeSoto ISD accepts no financial responsibility for any costs incurred by the firm in the course of responding to this invitation. The DeSoto ISD Board of Trustees reserves the right to accept or reject all or part of Proposals, to waive all formalities, and to accept the Proposals that best meets the needs of the district.

DeSoto ISD is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the responses are exempted from public disclosure under such Act. The firm must stamp in bold red letters the term “CONFIDENTIAL” or “PROPRIETARY” on every page of any part of a qualification that the firm claims is confidential or proprietary. All qualifications and parts of qualifications that are not marked as confidential or proprietary will be considered public information after the proposal is opened. The district assumes no liability or responsibility for release of any information in accordance with the Texas Public Information Act.

DESOTO ISD RFP 23-004 FOR ERATE CATEGORY 1 WIDE AREA NETWORK

Issue RFP	February 24, 2023
Date & Time to Complete RFP Questions	March 6, 2023
Questions Answered by district	March 6, 2023
Closing Date & Time to Receive RFP response	March 24, 2023 at 10:00 a.m.
Select Service Provider(s) at Board Meeting	April 2023 Board Meeting

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RFP REQUIRED INFORMATION

1. PURPOSE

DeSoto ISD (“DISD”, the “District”) wishes to contract with a manufacturer-certified vendor to provide E-Rate Category One Products and Services as specified or equivalent, in accordance with the specifications set forth in this Request for Proposal (“RFP”).

It is the intent of the District to file an E-Rate application for Funding Year 2023-2024 for the 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 awarded proposer (Service Provider) will invoice USAC for the E-Rate discount amount and will invoice DISD for the non-discount portion (SPI method). The District reserves the right, however, to request reimbursement from USAC using the Billed Entity Applicant Reimbursement (BEAR) method. 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 received subject to this solicitation and any resulting contract are anticipated to commence as early as July 1, 2023 conditional upon board approval. Under no circumstance shall work commence prior to July 1, 2023, without written authorization from the Director of Business Operations.

“I understand and will comply.” _____

3. INSTALLATION AND CONSTRUCTION PROCESSES

The successful bidder(s) will work with DISD to coordinate service delivery and resolve scheduling conflicts. Access will be coordinated with the technology department and construction management team of the school district. All areas must be kept clean and no materials are to be stored on site other than those which are currently in the process of being installed. The awarded vendor(s) may not use District sites as a storage facility without prior consent. Any and all materials stored on District property is the responsibility of the vendor until a Change of Custody form is signed by a District authorized personnel. Any changes to installation or implementation activities once a contract is completed must be preceded by an approved change order.

“I understand and will comply.” _____

4. DOCUMENTATION OF E-RATE ELIGIBLE SERVICES AND MATERIALS

All materials and services must be labeled and documented by the vendor prior to delivery, installation, and Change of Custody.

“I understand and will comply.” _____

4a. **SERVICES AND MATERIALS INCLUDED ON FORM 471**

Vendor provided labeling and documentation must include:

A. A physical label

1. Peel, heat, and fade resistant with the intent to remain on the equipment for a minimum of 10 years
2. Attached to the materials in a manner which does not render the label obstructed to view when the materials are installed in production
3. Includes:
 - i. E-Rate Funding Year of the source RFP/470
 - ii. Date of installation
 - iii. Entity number for the site for which the material was provided in accordance with the matching Form 471
 - iv. E-Rate Funding Request Number
 - v. The District PO number under which the service or material was purchased.

For all electronics, (including transceivers and optics) the vendor must provide:

A. A complete electronic inventory:

- I. Microsoft Excel compatible format
- II. Includes:
 - i. Description
 - ii. Part number
 - iii. Serial number (if applicable)
 - iv. E-Rate funding year of the source RFP/470
 - v. Funding Request Number
 - vi. RFP name
 - vii. Entity Number
 - viii. Location of installation

B. Electronic site maps indicating location of installed materials

NO MATERIALS OR SERVICES WILL BE ACCEPTED FOR DELIVERY, INSTALLATION, OR CHANGE OF CUSTODY WHICH DO NOT MEET THESE REQUIREMENTS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM A DISTRICT AUTHORIZED PERSONNEL.

“I understand and will comply.” _____

4b: **DOCUMENTATION OF E-RATE INELIGIBLE OR NON-REIMBURSED SERVICES AND MATERIALS**

All services and materials which are not included on a FCC Form 471 filing for E-Rate discount must also be inventoried and documented prior to delivery, installation, and Change of Custody. These services and materials must be documented in the same manner as outlined for E-Rate eligible services and materials with the exception that these shall not be documented with an entity number, Funding Request Number, or E-Rate funding year.

“I understand and will comply.” _____

5. **KELLOGG & SOVEREIGN® CONSULTING, LLC (KSLLC) authorized.**

DISD has engaged the services of KSLLC to assist with the E-Rate filings for the applicant. The applicant has authorized KSLLC to act on its behalf regarding this procurement. KSLLC may request information directly from Proposer(s) and Proposer(s) should provide information requested in a timely manner.

“I understand and will comply.” _____

6. **TECHNICAL SPECIFICATIONS**

Provided specifications and performance requirements represent a minimum requirement and any solutions not meeting minimum performance specifications as outlined may not be considered. The vendor is requested and responsible for providing all materials to meet specifications and to provide a “complete solution as presented, including all necessary cabling, connectors, components, installation, configuration, travel, per diem, and any other applicable fees” unless otherwise outlined within this RFP.

“I understand and will comply.” _____

6a. **NON-SPECIFIED / EQUIVALENT RESPONSES**

When specific component manufacturer and models are requested as the basis for the specification, bidders providing responses as “EQUIVALENT” to the provided specifications **MUST** provide a side-by-side comparison of the proposed solution to the specified requested solution in a chart format. The comparison **MUST** provide detailed data/technical specifications which allow DISD to evaluate the performance characteristics of the proposed solution to those being requested. Failure to provide complete and accurate comparison data in the response in a side-by-side chart format may result in the disqualification of the proposal from the scoring process.

“I understand and will comply.” _____

7. FINAL BUILD OF MATERIALS, SCOPE OF WORK AND CONTRACT

The District reserves the right to negotiate a final design, build of materials, scope of work, and contract with the awarded vendor. All quantities of materials as requested in the RFP are estimates only. The District reserves the right to increase or decrease the quantity of materials and the scope of the final project after award.

“I understand and will comply.” _____

8. PRICING RESPONSES

All proposals must include pricing which clearly identifies:

- A. Make/Manufacturer
- B. Model Number / Part Number
- C. The non-discounted cost (each)
- D. Quantity
- E. Extended cost (cost times quantity)
- F. Discount rate proposed by bidder if applicable (NOT the E-rate discount)
- G. Discounted cost
- H. E-Rate eligible percent* (NOT the E-rate discount)
- I. E-Rate eligible amount (Bidder’s discounted cost times E-Rate eligible percent)

Only bundled E-Rate eligible maintenance and support should be included in the item cost. All non-bundled components, services, configuration, design, maintenance, support, fees, and licensing must be delineated by line item.

*The E-Rate eligible percent is the percentage of the service or material which is eligible to be discounted by the E-Rate program. This is NOT the District E-Rate discount rate.

“I understand and will comply.” _____

9. MAINTENANCE AND SUPPORT

All electronics must include manufacturer’s bundled warranty for a minimum of 3 years. Terms of included bundled warranty must be clearly defined, including technical coverage, SLA, and term of coverage.

“I understand and will comply.” _____

10. BID SUBMISSION

Request for Proposal 23-004 – E-Rate Category 1 Wide Area Network
DeSoto ISD

Return this RFP document with complete initials and signatures as appropriate along with proposal information organized into the following sections and appropriately indexed/labeled:

- a. Proposal Section A, Background. Describe the company and its resources relative to its ability to successfully implement the proposed solution. Points of interest include: number of vendor specific and technology related certified engineers on staff including copies of up to date certification documents; statement of related projects completed including date, name of customer, and brief description of the project and scope; and description of strategic partnerships with manufacturers or partners which may support the success of the project.
- b. Proposal Section B, Proposal Narrative. A detailed overview of the proposal, including any diagrams and topology designs which allow the District to clearly understand the intended implementation. It should clearly indicate any options or alternatives offered. For bidders providing multiple solutions options, only the primary solution which the bidder most strongly recommends is to be documented in this section. For multiple solution proposals, this section should clearly describe the benefit of the primary solution over the alternates including specific performance, scalability, and budgetary comparison data.
- c. Proposal Section C, Scope of Work. A complete Scope of Work based on the provided proposal. For bidders providing multiple options only one SOW is required unless the bidder desires to include separate SOWs at the time of submission. A final SOW will be negotiated between the District and the awarded vendor.
- d. Proposal Section D, Proposal Pricing. Complete and return the pricing sheet provided in Attachment A.
- e. Proposal Section E, Support Services. Define the warranty, maintenance terms and conditions. Explain in detail the support options provided for the product once it is in production.
- f. Proposal Section F, Alternative Proposals, Exceptions and Clarifications. Vendors may provide more than one solution in order to provide alternative proposals that the 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.
- g. Proposal Section G, Proposed Contract.
- h. Proposal Section H, Attachments. DISD purchasing documents completed, signed.

“I understand and will comply.” _____

11. ITEMS REQUESTED AND SPECIFICATIONS

Background:

DeSoto ISD is a TEA school district in the Dallas/Fort Worth Metroplex, serving about 6,200 students. The District maintains a staff of approximately 1,200 across its 10 campuses and sites. DeSoto ISD currently operates approximately 7,300 client nodes of which 73% are wireless clients. The District also has a strong focus on student access to technology and allows students across the District to participate in the District BYOD program which typically increases the overall daily connected node count to approximately 11,800 nodes, bringing the total daily count of wireless clients in the District to 9,800 or 83% of the total client base. DeSoto ISD's network traffic is typically generated as Internet web requests and responses as the District utilizes many online applications for instructional and operational purposes including hosted e-mail, online productivity applications and instructional content and media streaming web sites.

DeSoto ISD currently operates two data centers providing connectivity to 16 campus sites. The district has one 10 Gbps Internet connection to the data center located at 616 Eagle Drive, DeSoto, TX 75115 and one 10 Gbps Internet connection to the data center at Katherine Johnson Technology Magnet Academy (KJTMA), 1200 Academy Way, DeSoto, TX 75115. All District WAN connectivity is currently provided as 10 Gbps lit leased fiber service and terminates in two 10 Gbps interfaces at the core. All campus fiber plant within the district which serves as vertical backbone cabling from the MDFs to the IDF's is older multi-mode and limited single mode. The High School and Freshman campus both aggregate campus bandwidth at the core on the 9400s as the core is physically situated between the 2 campuses. The District has no plan at this time to upgrade the vertical backbone cable plant, therefore all optics must continue to support data on the existing plant.

The core network is comprised of dual Cisco 9400s with single Sup-1 supervisor, a Cisco 3850 XS 12port, and 2 Cisco FPR 2100 in Active-Active operation. The District utilizes a separate Internet web content filter as well. The District also utilizes Cisco ISE.

Bid Specifications:

DESOTO ISD REQUEST FOR PROPOSAL # 23-004
EXHIBIT I – DESOTO ISD CIRCUITS

SERVICE	Maintain or Upgrade 10Gig	LOCATION (Street Address and City)
Switched Ethernet* 10Gig (Interactive) 10 Gig Port	Maintain Data Center	616 Eagle Dr, DeSoto, TX
Switched Ethernet* 10Gig (Interactive) 10 Gig Port	Maintain Data Center	616 Eagle Dr, DeSoto, TX
SECONDARY DATA CENTER – TWO OPTIONS		
Switched Ethernet* 10Gig (Interactive) 10 Gig Port	New (HS Option)	600 Eagle Drive, DeSoto, TX 75115
Point to Point 10 Gig Switched Ethernet *	New (HS Option)	616 Eagle Dr, DeSoto TX to 600 Eagle Drive, DeSoto, TX 75115
Switched Ethernet* 10Gig (Interactive) 10 Gig Port	New (MCS Option)	Meadow Creek Tech Magnet Academy, 1129 Meadow Street, DeSoto, TX 75115
Point to Point 10 Gig Switched Ethernet *	New (MCS Option)	616 Eagle Dr, DeSoto TX to Meadow Creek Tech Magnet Academy, 1129 Meadow St, DeSoto, TX
BROADBAND DATA CONNECTIONS – SCHOOL / ADMIN SITES		
Switched Ethernet* 10G (Interactive) and 10 Gig Port	Maintain	707 N Young Blvd, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	1016 The Meadows Pkwy. DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	1001 Woodridge Dr, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	601 E Belt Line Rd, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	1500 Majestic Meadows Dr, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	800 N Westmoreland Rd, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	620 S Westmoreland Dr, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	600 Eagle Dr, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	200 E Belt Line Rd. DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	224 Amber Ln. DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	425 S Cockrell Hill, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	1500 Heritage Blvd, DeSoto, TX
Switched Ethernet* 10G (Interactive)and 10 Gig Port	Maintain	525 Ray Ave, DeSoto, TX

*Bids requested for Switched Ethernet or equivalent broadband data connection

12. AWARD

Proposals will be evaluated by a DeSoto ISD committee. DeSoto ISD reserves the right to award “some, all or none” or portions thereof, whichever is in the best interest of the District. All proposals submitted for E-Rate eligible products and services will be carefully considered, with price being the primary factor, and the proposal 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)¹.

13. SEPARATION OF AWARDED PROPOSALS – MAY AWARD TO DIFFERENT BIDDERS

The District reserves the right to award the purchase of hardware, services (including installation and engineering), and support to different bidders. All pricing provided within the bid responses for the given RFP will be held inviolate regardless of the quantity of materials finally purchased or the separate awarding of components to multiple bidders.

14. BID EVALUATION CRITERIA:

Criteria	Points
Purchase Price: E-Rate Eligible Goods and Services	25
Purchase Price: Non E-Rate Eligible Goods and Services	5
Reputation of the vendor and the vendor’s goods or services	10
Quality of the vendor’s goods or services	10
Extent to which the goods or services meet the District’s needs	10
Vendor’s past relationship with the District	10
Total long-term cost to the District to acquire the vendor’s goods or services	10
Impact on ability of the district to comply with laws and rules relating to historically underutilized businesses	0
Safety and suitability for the intended use	5
Vendor’s delivery capabilities, warranty and warranty service history	10
Vendor’s HUB status in Texas	5
TOTAL	100

¹ www.ecfr.gov

14. 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 E-Rate program.

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.

Invoicing Procedures

Vendor shall itemize, price and invoice separately any materials or services that are ineligible for E-Rate funding. Vendor must include the following information on all invoices to the District for E-Rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)

- Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise break down of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor’s letterhead or on a Vendor-generated form
- Proper E-Rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

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.

Discounted Invoice Process

Invoicing. Within fourteen (14) days from the date that Vendor delivers to the District, E-Rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor’s contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.

Timely Filing. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

Invoice Rejection. Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC’s refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC or the FCC.

District Approval. Vendor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor’s USAC invoices. As Vendor is solely responsible for timely filing invoices with

USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

Delayed USF Funding Commitment

Vendor understands that, due to circumstances beyond the District’s control, the District may not receive an E-Rate funding commitment by the beginning of the E-Rate funding year, July1, for the services it intends to purchase from Vendor during that funding year.

Retroactive Invoicing

When E-Rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July1st of the funding year or to whenever approved service to the District began, whichever date is later.

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.

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”).

END OF RFP REQUIRED INFORMATION

GENERAL TERMS, CONDITIONS AND SPECIFICATIONS

1. Indemnification

FIRM WILL AGREE TO INDEMNIFY AND SAVE HARMLESS DESOTO ISD AND ALL ITS OFFICERS, AGENTS, OR EMPLOYEES ACTING IN THEIR INDIVIDUAL AND OFFICIAL CAPACITY, AND ALL ENTITIES, FROM ALL SUITS, CLAIMS, ACTIONS, DAMAGES, DEMANDS, OR OTHER DEMANDS OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENCE ACT OR FAULT OF THE FIRM, OR OF ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER, IN THE EXECUTION OF, OR PERFORMANCE UNDER ANY CONTRACT WHICH MAY RESULT IN AN AWARD. FIRM SHALL PAY ANY JUDGMENTS WITH COST, WHICH MAY BE OBTAINED AGAINST DESOTO ISD; PROVIDED AND EXCEPT, HOWEVER, THAT THIS INDEMNIFICATION PROVISION SHALL NOT BE CONSTRUED AS REQUIRING FIRM TO INDEMNIFY OR HOLD THE DISTRICT HARMLESS FOR ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE ON ACCOUNT OF DAMAGED PROPERTY OR INJURIES, INCLUDING DEATH TO ANY PERSON, WHICH MAY ARISE OUT OF OR MAY BE CAUSED BY ANY ACT OF NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THIS AGREEMENT BY DISTRICT OR THE DISTRICT'S EMPLOYEES OR AGENTS, EXCEPT FIRM.

2. Non-Appropriation of Funds

If the DeSoto ISD Board of Trustees for any reason fails to appropriate funds for the service, the district will notify the firm immediately and the district will no longer be obligated to fulfill its responsibilities under the contract.

3. Waiver of Claims

By submitting a response to this RFP, each respondent agrees to waive any and all claims it has or may have against the school district and its trustees, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

4. Authorization/Permits

The Awardee must have current licenses, permits, fees and similar authorizations required by the City of DeSoto, Dallas County, and the State of Texas to conduct business and provide awarded goods and/or services to the District and, upon the request of the District, must provide copies of or alternative evidence acceptable to the District of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to the District. Awardee will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.

5. Data and Proprietary Information

All work, regarding a project, shall be deemed “Work Made for Hire” as defined by the United States Copyright Law, and DeSoto ISD retains for itself sole ownership of all proprietary rights in and to all designs and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Awardee’s personnel in the course of performing the work.

6. Agreement and Contract

The terms, conditions, specifications, stipulations and requirements stated in this RFP, and any and all Addenda issued by DeSoto ISD shall become part of the Agreement entered into between the district and the Awardee, unless otherwise determined by the district per the Agreement provisions. The Awardee, as determined by the District, shall be required to execute the written Agreement to furnish all services and other deliverables required for successful completion of the Project(s). No Awardee shall obtain any interest or rights in any award until the District has executed the Agreement. The District reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of the district and do not substantially change the scope of the Board of Trustees award.

Venue for any legal action filed relative to this RFP or any resulting contract shall be in Dallas County, Texas.

7. Insurance Requirements

Prior to performing the firm’s services, the firm will be required to procure and maintain, with a company or companies authorized to do business in the State of Texas by the Texas Department of Insurance and satisfactory to the district, such insurance that will protect the firm and the District from claims as set forth below, which may arise out of, or result from, the operations under the contract. The firm shall furnish to the district’s Project Representative, copies of Certificates of Insurance before work is commenced. The costs and premiums for such insurance will be at the expense of the firm. The firm may be asked to provide the following insurance coverage in the following amounts and subject to the following provisions:

1. Commercial General Liability (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	\$2,000,000
(b) Products Comp/Ops. Aggregate	\$1,000,000
(c) Personal & Adv. Injury	\$1,000,000
(d) Each Occurrence	\$1,000,000
(e) Per Project Aggregate	\$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	\$1,000,000
(b) Disease-Policy Limit	\$1,000,000
(c) Disease-Each Employee	\$1,000,000

3. Automobile Liability:

(a) Owned/Non-owned and Hired	\$1,000,000
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DeSoto ISD

4. Excess/Umbrella Liability:
(a) \$1,000,000
5. All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the district.
6. An "Original Certificate of Insurance" will demonstrate compliance with the insurance requirements and must be included with the proposal.
7. DeSoto ISD must be named as an additional insured.

8. Assignment

Any assignment by Firm of this contract or any part thereof without written consent of DeSoto ISD shall be void.

By my signature below, I warrant that I am authorized to sign on behalf of my organization, and that I have read, understand, and agree with all the terms of this Request for Qualifications.

NAME (Please print or type)

TITLE

DATE

SIGNATURE of PRINCIPAL-IN-CHARGE

END OF GENERAL TERMS, CONDITIONS & SPECIFICATIONS

ATTACHMENT A - Pricing Schedule

Name of Company: _____

Name of Applicant: _____

Form 470# _____

Pricing submitted by: _____

Signature acknowledges review of the e-bidding program for the issuance of any related addenda:

Signature: _____

Title: _____

Date: _____

Include this page as the cover sheet for your pricing proposal.

REQUIRED: BIDDERS MUST SUBMIT AN EXCEL SPREADSHEET WITH YOUR PRICING RESPONSE ON THE CD OR USB DRIVE SUBMITTED WITH YOUR PROPOSAL.

THE DISTRICT MAY SEPARATE THE PRODUCTS REQUESTED AND AWARD TO DIFFERENT PROVIDERS. PROVIDE COST OF INSTALLATION FOR EACH SEPARATE GROUP (e.g. Cabling, Switches, Access Points, Firewall)

Clearly list the cost of products and services to include the following:

1. Description of Services
2. Monthly (recurring) charges
3. One Time (non-recurring) charges
4. % Eligibility. If the product is fully eligible, show 100%. If not eligible, 0% eligible for E-Rate discount. This is NOT the applicant's E-Rate discount %.
5. Quantity
6. Unit of Measure (Each, Feet)
7. Bandwidth level, if applicable
8. Contract Term
9. Make, Model and part number, if applicable
10. Installation and Configuration
11. Shipping and Handling
12. Travel and Per Diem
13. Estimate of Surcharges and Fees

ATTACHMENT B - Certifications, Experience & References

Name of Company: _____

Address of principal location: _____

Phone: _____ Fax: _____

FCC Form 498 ID (SPIN)²: _____

FCC Registration Number³: _____

Responsible contact personnel:

Name	Phone	Email

How many years has your company been in business in its current capacity? _____

How many years has your organization been in business under its present name? _____

Under what other or former names has your company operated? _____

During the last five (5) years, has the Vendor been barred, suspended or otherwise prohibited from participating in the Federal Communication Commission E-Rate (Schools & Libraries) or Rural Health Care Programs?

Yes: _____ No: _____

Does the Vendor's FCC Registration Number have RED light status? Yes: _____ No: _____

Attach a printout of your FCC Registration Number red or green light status from the FCC's Red Light Display System (RLDS)⁴

During the last five (5) years, has the Vendor been a party to a lawsuit involving any existing or prior contracts as it relates to services performed or not performed?

Yes: _____ No: _____

² <https://slweb.usac.org/Spin/Search>

³ <https://apps.fcc.gov/coresWeb/publicHome.do>

⁴ ibid

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DeSoto ISD

If the Vendor responds yes to any of the prior three questions, please provide information concerning the investigation/lawsuit/government action as an attachment to this form.

If the Vendor responded yes to the last question, please provide information pertaining to any monetary damages or exchange of property or services and the state in which the lawsuit was filed.

Experience:

Vendor shall provide a list of three (3) projects of similar type, size and complexity. State project (customer) name, description of work, dollar value, public entity, yes or no, and date using the format below. Projects listed must have been performed within the last five (5) years. Please include additional information with proposal if available.

Project Name	Description of Work	Dollar Value	Public Entity Yes or No	Date

References:

Proposal shall provide three (3) references from company owners or management personnel from projects listed above. There must be at least one (1) reference for each project listed.

REFERENCE #1	
Company Name	
Project Name	
Contact Person Name	
Title	
Email	
Phone	
REFERENCE #2	
Company Name	
Project Name	
Contact Person Name	

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Title	
Email	
Phone	
REFERENCE #3	
Company Name	
Project Name	
Contact Person Name	
Title	
Email	
Phone	

MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)

The district recognizes M/WBE certifications issued by the North Central Texas Regional Certification Agency (NCTRCA) and State of Texas - Historically Underutilized Business (HUB). Other certifications may be considered on an individual basis.

M/WBE participation is encouraged; however, lack of M/WBE certification does not preclude a firm from participating in the District’s contracting and purchasing activities. All district Proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure services with a certified M/WBE. Complete and submit the required M/WBE Letter of Intent and Certifications with the RFP. Final determination of the compliance with district M/WBE aspirational goals will be required prior to completion of the Owner/ Consultant agreement with the district.

Certifications:

Employees’ manufacturer proficiency certifications pertaining to work are to be included in submittal.

AUTHORIZED BY:

Signature Date

Printed Name Title

ATTACHMENT C
DESOTO ISD PURCHASING FORMS



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

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 EPCNT 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
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FELONY CONVICTION NOTIFICATION

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 as the 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.

VENDOR'S NAME:

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED):

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

Signature of Company Official: _____

My firm is not owned or operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

INSTRUCTIONS FOR THE CONFLICT OF INTEREST QUESTIONNAIRE

According to Local Government Code, Chapter 176, a firm, person or an agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. DeSoto ISD) must file a completed Conflict of Interest Questionnaire with the Purchasing Department no later than the seventh business day after the date that the vendor or person begins contract discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, or other correspondence related to a potential agreement with the District.

In addition, this Conflict of Interest Questionnaire must be filed annually by July 1st as long as the vendor, person or the agent of the person continues to contract or seek to contract for the sale or purchase of property, goods, or services with the district or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

How to fill out the Conflict of Interest Questionnaire (each number corresponds with the number on Form CIQ).

1. Name of the person or company doing business with the district.
2. Check the box if you are filing an update to a previously filed questionnaire.
3. Name of the district employee or school board member with whom you have a relationship. If there is no relationship, state “NONE.” Answer questions A, B, C, and D with “YES” or “NO” as applicable.
4. Signature of company official or person doing business with the district and date.

DeSoto ISD Superintendent and Board of Trustees:

Dr. Usamah Rodgers, District Superintendent

Dr. DeAndrea Fleming, Board President

Mrs. Traci McNairy, Board Vice President

Mrs. Chasiti McKissic, Board Secretary

Dr. Tiffany Clark, Board Member

Mrs. Karen Daniel, Board Member

Mr. Abe Cooper, Jr., Board Member

Mrs. Cynthia Watson-Banks, Board Member

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. _____		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div>		

INSTRUCTIONS FOR THE DISCLOSURE OF INTERESTED PARTIES

In accordance with Legislative House Bill 1295, the successful Awardee will be required to submit a Certificate of Interested Parties form 1295 along with its signed contract if awarded. This form which applies to contracts signed after January 1, 2016 will ensure that all persons satisfying the “interested party” definition under the statute and rules promulgated by the Texas Ethics Commission (TEC) are disclosed.

“Interested Party” is defined as (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

A SAMPLE FORM 1295 is enclosed for your reference only, see the Texas Ethics Commission website for details related to timing and completion of this form.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295															
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.		OFFICE USE ONLY															
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File															
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 services, goods, or other property to be provided under the contract.																	
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)														
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Controlling</td> <td style="width: 50%; padding: 2px;">Intermediary</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Controlling	Intermediary												
Controlling	Intermediary																
5 Check only if there is NO Interested Party. <input type="checkbox"/>																	
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)																	
_____ Signature of authorized agent of contracting business entity (Declarant)																	
ADD ADDITIONAL PAGES AS NECESSARY																	

AFFIDAVIT OF NON-COLLUSION

By submission of this RFP response, the undersigned certifies that:

- a. This RFP response has been independently arrived at without collusion with any other firm or with any other competitor;
- b. This RFP response has not been knowingly disclosed, and will not be knowingly disclosed, to any other firm or competitor prior to the opening of bids or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit an RFP response;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the firm as well as to any person signing on his behalf.

Email Address: _____

Company Name: _____

Address: _____ City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned certifies on behalf of the firm and its key employees that neither the firm nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify the District in the event that the firm or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the firm or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Sandra Scott;; DeSoto ISD; 200 E. Belt Line Rd., DeSoto, Texas 75115.

I attest that I have answered the questions regarding debarment and suspension truthfully and to the best of my knowledge.

Corporate Officer's Signature

Printed name

Title

CERTIFICATE OF RESIDENCY

The state of Texas has passed a law concerning non-resident bidders. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the DeSoto ISD to determine the residency of its RFP responders. In part, this law reads as follows:

Section: 2252.001

- (3) 'Non-resident [firm]' refers to a person or company who is not a resident.
- (4) 'Resident [firm]' refers to a person or company whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident [firm] unless the nonresident [firm] underbids the lowest bid submitted by a responsible resident [firm] by an amount that is not less than the amount by which a resident [firm] would be required to underbid the nonresident [firm] to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is under Section 2252.001(3) & (4)

(Name of Company Responding)

a Resident Firm

a Non-resident Firm

My or our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of

- (a) Does your "resident state" require firms whose principal place of business is in Texas to underbid firms whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? Yes _____ No _____

- (b) If yes, what is that amount or percentage? _____

Signature of Authorized Company Representative

Printed Name of Authorized Company Representative

Title/Position with company

Date

MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)

CERTIFICATION

The district recognizes M/WBE certifications issued by the North Central Texas Regional Certification Agency (NCTRCA) and State of Texas - Historically Underutilized Business (HUB). Other certifications may be considered on an individual basis.

_____ I certify that my company has been certified by one of the recognized certification agencies and I have attached a copy of our certification to this form.

_____ My company has NOT been Certified by one of the recognized certification agencies.

_____ I certify that my company will demonstrate positive and reasonable good faith effort to subcontract services with M/WBE certified consultant(s) in order to achieve the districts aspirational 25 percent M/WBE goal for services and construction contracts.

Signature of Authorized Company Representative

Printed Name of Authorized Company Representative

Title/Position with company

Date

ISRAEL BOYCOTT HB 89

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement and are in compliance with Section 2270.002 of the Texas Government Code.

Signature of Authorized Company Representative

Printed Name of Authorized Company Representative

Title/Position with company

Date

FOREIGN TERRORIST ORGANIZATIONS SB 252

Vendor certifies that they do not support foreign terrorist organization and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Signature of Authorized Company Representative

Request for Proposal 23-004 – E-Rate Category 1 Wide Area Network
DeSoto ISD

Printed Name of Authorized Company Representative

Title/Position with company

Date