Lindale ISD
505 Pierce Street, Lindale, TX, 75771
903-881-4000
www.lindaleeagles.org

Request for Proposal
RFP-TS_WAN-01-FY27

Proposal Due Date
January 07, 2027 4:00pm
Lindale ISD
Administration Building
505 Pierce Street
Lindale, Texas 75771

Mail or deliver complete proposal package to:

LINDALE ISD
TECHNOLOGY SERVICES
505 Pierce St., LINDALE, TEXAS 75771
Phone 903-881-4444

This document constitutes a request for proposals from responsible vendors to provide Dedicated Wide Area Network to the Lindale Independent School District.

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PROPOSAL INVITATION

1 Request for Proposal Documents

1.1 Proposal documents are made available on the district website as "ERate-WAN Fiber Service RFP" at http://www.lindaleeagles.org/technology to anyone who wishes to submit a response. Proposers can also request an electronic copy of the RFP from Randall Anderson via email andersonr@lisdeagles.net.

2 Proposal Deadline and Delivery

2.1 Notice is hereby given that the Lindale Independent School District, hereinafter referred to as "District", will receive up to but not later than **4:00 p.m. CST, Monday, January 7, 2027**, proposal responses for the award of a contract for "**RFP-TS_WAN-01-FY27"**. Responses shall be received in the District office located at:

Lindale Independent School District
Technology Services
505 Pierce Street
Lindale, Texas 75771

2.2 Vendors are solely responsible for the timely delivery of their proposal response to the Technology Services Department. Responses received after the deadline will be rejected. Responses submitted by public or private carriers must arrive by the deadline. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers.

2.3 The enclosed forms MUST be used in submitting a response. Please mark sealed response envelope plainly: **"RFP-TS_WAN-01-FY27"**.

2.4 No responses will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or fax transmission.

2.5 In the event the District's offices are closed due to inclement weather or for any other unforeseen cause, the deadline for submission shall automatically be extended until the next operational business day, unless vendor is otherwise notified. The time of day shall remain the same.

2.6 A complete response will consist of one (1) clearly marked original and two (2) clearly marked exact copies using standard letter size paper (8.5" x 11") in a sealed envelope or container. Responses shall be direct, concise, and complete. Vendors failing to submit in manner as requested may be considered non-responsive and may not be evaluated. The 'original' response shall prevail in the event of a discrepancy between the vendor's submissions.

2.7 A complete response includes the following:

a) Proposal Certification
b) Proposal Submittal
c) USAC SLD/FCC Registration Certificate
d) Form 498 – Service Provider Information Form (Copy)
e) Form 1295
f) Deviation Form
g) References
h) Debarment or Suspension/Felony Conviction Notification/Resident Vendor Certification
i) Conflict of Interest
j) Any Additional Agreements/Contracts (if applicable)
k) W-9 Form
l) Signed Addenda (if applicable)

2.8 Procurement results will become available after approval by the Board of Trustees.

2.9 Prior to the final selection, vendors may be required to submit additional information, which the District may deem necessary to further evaluate the vendor's qualifications.

3 Rights Reserved by the District

3.1 The District reserves the right to accept or reject, in part or in whole, any proposals submitted, to waive any technicalities, and to make recommendations for awards in the best interest of the District.

3.2 The District further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple respondents. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with the District. Any such outcome should be taken into consideration by each respondent.

3.3 The District reserves the right to postpone the deadline through an addendum.

4 Questions and Clarifications

4.1 All requests for additional information or clarification concerning this solicitation must be submitted **in writing no less than eight (8) business days prior** to the deadline for submittal.

4.2 Questions regarding the requirements specified in this proposal should be directed to Randall Anderson by email to andersonr@lisdeagles.net.

4.3 The District's reply to questions and requests for clarifications will be issued by written addendum to all vendors receiving the original request for proposal.

4.4 All issued addenda will become part of the proposal package having the same binding effect as provisions of the original proposal. No verbal explanations or interpretations will be binding.

4.5 The District does not assume responsibility for the receipt of any addendum sent to vendors.

4.6 A copy of all addenda issued must be signed and returned with your proposal response.

5 Tentative Schedule

5.1 The District anticipates the following schedule*:

Date & Time	Activity
October 14, 2026	Release Date
October 14, 2026	Legal Notice
December 14, 2026–2:00 p.m. CST	Deadline for Questions and Requests for Clarification
January 07, 2027 – 4:00 p.m. CST	Deadline for Submittal
February*	Board Meeting / Award Date
July 1, 2027	Latest Date Contract Begins

**subject to change*

GENERAL TERMS AND CONDITIONS

1 Applicability

1.1 All items listed under the general terms and conditions apply unless otherwise stated in the specifications.

1.2 These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and proposal forms issued herewith.

2 Use of District Documents

2.1 Proposal responses must be submitted on forms provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the District.

2.2 Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any response submitted in altered form may result in rejection of such response at the option of the District.

3 Withdrawal or Modification of Submitted Response

3.1 Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a proposal response must be in writing and be received by the District prior to the receiving deadline.

3.2 No amendment, addendum, or modification shall be accepted after the deadline for submitting a proposal response to the District. If a change to a response that has been submitted is desired, the submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.

3.3 No vendor may have more than one proposal response on file with the District.

3.4 After the scheduled time for receiving proposal responses, responses may not be withdrawn for a period of sixty (60) days.

3.5 Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.

4 Delivery

4.1 Delivery required in this proposal shall be freight prepaid, F.O.B. destination, and prices shall include all freight and delivery charges.

4.2 The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.

4.3 All deliveries will be made to : Lindale Independent School District
505 Pierce St.
Lindale, Texas 75771

4.4 A packing list or other suitable shipping documents shall accompany each shipment and show a) name and address of vendor, b) name and address of receiving department, c) district purchase order number, and d) description of material shipped including item numbers, quantity, number of containers, and package number.

4.5 The District shall have the right to inspect the goods at delivery before accepting them.

4.6 The District shall not be responsible for any "hidden damage" for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.

4.7 If applicable, delivery shall provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheets (MSDS) with each shipment, and upon request. If OSHA, federal, or state laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

4.8 If defective or incorrect material is delivered, the District may make the determination to return the material to the vendor at no cost to the District. The vendor agrees to pay all shipping costs for the return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect material.

4.9 All substitutions of goods require prior written approval of the District. Outstanding orders are not automatically amended by an approved substitution.

5 Invoices and Payment

5.1 The vendor shall submit an invoice after each delivery of goods or completion of service. If the District authorizes partial shipments or deliveries it will be shown on the purchase order and a separate invoice must be issued for each shipment or delivery made.

5.2 Invoices shall indicate the purchase order number and shall be itemized and transportation charges, if authorized, shall be listed separately. Invoices shall be mailed to the Accounts Payable Department as shown on the purchase order.

5.3 Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.

5.4 All valid and complete invoices received by the District will be paid within thirty (30) days of the District's receipt of the deliverables or of the invoice, whichever is later.

5.5 Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

6 Erasures or Corrections to Proposal

6.1 Any erasures and/or corrections to proposals, whether executed prior to or subsequent to the original proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the agent(s) signing the proposal response.

7 Samples

7.1 When samples are called for they shall be submitted with the response per instructions set forth in the classification and scope. Samples that fail testing shall be sufficient reason to reject a response or response item.

7.2 Additional samples needed for a response to be evaluated properly shall be delivered within five (5) working days from the time the vendor is notified by the Purchasing/Contract Services Department.

7.3 Sample items from the successful vendor may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample.

7.4 All samples furnished shall be subject to inspection and rejection by the District for defects and/or non-compliance with the specifications, unless deviations therefrom are authorized. The District has the right to destruction of samples in order to assure that the item is constructed in a way that will assure a long lasting product and satisfy the needs that are required. All deviations from the specifications must be listed on the deviations form.

7.5 If a sample is required, the sample must be furnished free of expense to the District on or before the deadline. Each sample must be marked with vendor's name and address.

8 Special Tools and Test Equipment

8.1 If the price stated on the proposal submittal section of the response includes the cost of any special tooling or special test equipment fabricated or required by the vendor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District, and to the extent feasible shall be identified by the vendor as such.

9 Development of Specifications

9.1 Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the vendor transportation charges collect.

9.2 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

9.3 The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the vendor.

9.4 The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified and subsequent thereto.

10 Inspection of Documents

10.1 Before submitting a response, each vendor shall thoroughly examine the proposal documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.

10.2 Each vendor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the vendor. The failure or neglect of vendor to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve vendor from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the proposal documents by a vendor must be acknowledged in the response.

10.3 The District is not responsible for incomplete response packets.

11 Warranties

11.1 Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of ninety (90) days guarantee, whichever is greater, unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.

11.2 If a vendor's response is accepted by the District, the price to be paid by the District shall be that contained in vendor's response which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event

vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to vendor for breach or vendor's actual expense.

11.3 If a vendor's response is accepted by the District, the vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.

11.4 If a vendor's response is accepted by the District, the vendor shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this request for proposal, and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.

11.5 If a vendor's response is accepted by the District, the vendor warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the vendor's expense.

12 Sole Source, Patented, or Copyright Protected

12.1 The fact that a particular item is covered by a patent or copyright does not automatically mean that the purchase falls under the provisions pertaining to exemptions from the competitive bidding requirements for items available from only one source. In fact, nearly all consumer goods are covered by patents. To be a bona fide exemption to the competitive bidding requirement, there must be no other like items available for purchase that would serve the same purpose or function, and only one price for the product because of exclusive distribution or marketing rights. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the vendor shall indemnify and hold harmless the District from any and all loss, cost, expenses, and legal fees on account of manufacture, sale, or use of such article in violation of infringement or the like of rights under such patent, copyright, trademark, or application.

13 Proposal Cost

13.1 The District shall not be liable for any cost incurred by a vendor in the preparation or delivery of its response to this request for proposal or for any other cost incurred because of the request for proposal.

13.2 The issuance of this request for proposal does not obligate the District to enter into a contract for any commodity and/or services.

14 Proposal Disclosure

14.1 The District is a government body subject to the Texas Public Information Act. Responses submitted to the District as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a vendor desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the vendor to identify those portions in a transmittal letter. The transmittal

letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The District will consider a vendor's request(s) for exemption from disclosure, however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a vendor that an entire volume of its response is exempt from disclosure will not be honored.

14.2 Until a contract resulting from this request for proposal is executed, no employee, agent, or representative of any vendor shall make available or discuss its response with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in writing by the District for the purposes of clarification, evaluation, and/or awarding the proposal.

14.3 Vendors shall not issue any news release(s) or make any statement to the news media pertaining to this request for proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the District and then only in cooperation with the District.

14.4 By signing this proposal response, a vendor affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the proposal response submitted.

14.5 Vendor shall note any and all relationships which might be a conflict of interest and include such information with their response.

14.6 By signing this proposal response, a vendor affirms, to the best of his/her knowledge, the response has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other vendors in the award of this proposal.

14.7 If a vendor's response is accepted by the District, the vendor shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

15 Assignments and Subcontracting

15.1 No part of this order may be assigned or subcontracted without the prior written approval of the District. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16 Licenses, Permits, and Taxes

16.1 The price or prices for the services shall include full compensation for all taxes, permits, and licenses that the vendor is or may be required to pay.

17 Award of Contract

17.1 The District reserves the right to accept or reject, in part or in whole, any and all proposal responses and to waive any irregularities or informalities in any proposal or in the proposal process. The contract will be awarded to the responsible vendor whose response is most advantageous to the District, considering the relative importance of price and the other evaluation criteria which may be included in the proposal.

17.2 The District retains the right not to purchase solely on the basis of low price; quality and suitability to purpose will be the controlling factors and the District reserves the right to arrive at such by means deemed appropriate. The proposal award shall be based on, but not necessarily limited to the following factors: a) the purchase price, b) the reputation of the vendor and of the vendor's goods or services, c) the quality of the vendor's goods or services, d) the extent to which the goods or services meet the District's needs, e) vendor's past performance

record and relationship with the District, f) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses, g) the total long-term cost to the district to acquire the vendor's goods or services, h) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: 1) has its principal place of business in this state; or 2) employs at least 500 persons in this state; and i) any other relevant factor specifically listed in the request for proposals.

17.3 The District may, by written notice to contractor, cancel the contract if it is found by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or members of the Board of Trustees with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order.

17.4 A vendor may be disqualified before or after an award is made, upon evidence of collusion with the intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

17.5 It is expected that all contact by vendors with any District personnel and/or members of the Board of Trustees begin with the issuer of this proposal. Failure to follow this procedure is grounds for eliminating the vendor from any further consideration of awarding the contract.

17.6 The recommendation to award the proposal will be made to the District Board of Trustees. No contract shall be executed until it has been reviewed and approved by the Board of Trustees in a duly called and posted meeting of the Board.

17.7 In connection with the performance of work under the contract, the contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.

17.8 The District reserves the right to award on a "line item" basis or "all or none" basis, whichever is most advantageous to the District. The District also reserves the right to award contracts or portions thereof exclusively or to multiple vendors to achieve the best value.

18 Non-Appropriation Clause

18.1 Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

19 Uniform Commercial Code

19.1 All contracts and agreements between vendors and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Official Text.

20 Forfeiture for Failure to Execute Contract

20.1 In the event that a vendor is awarded the contract, but fails or refuses to execute the contract within ten (10) calendar days from the date of notification of award, the District may award the contract to the vendor whose response was rated as the next best value to the District. The

District, alternatively at its discretion, may call for new proposals or may decline to award the contract.

21 Contracts for Purchase

21.1 Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Purchasing/Contract Services Department after proposals have been awarded, or by means of a written contract and a purchase order(s) in such instances where applicable.

21.2 Any additional agreements/contracts to be signed by the District shall be included with the response.

21.3 Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.

22 Non-Performance

22.1 Continuing non-performance of the vendor in terms of specifications shall be a basis for the termination of the contract. Cancellation by the District may be made upon thirty (30) calendar days written notice to the successful vendor. The District shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

22.2 If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) purchase on the open market and charge the vendor the difference between contract and actual price, b) deduct charges from existing invoice totals due at the time, or c) cancel the contract within thirty (30) days written notification.

22.3 The District shall have the right to cancel for default all or any part of the undelivered portion of this order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

22.4 The Business Office of the District is charged with the responsibility of creating a healthy and competitive atmosphere among a large number of vendors: however, vendors may be removed from the District's prospective vendor list due to:

- Lack of response to invitations
- Non-competitive responses (responding to or receiving a very small part of solicitations)
- Failure to adhere to terms and conditions of solicitations
- Substituting (without approval) items other than those actually submitted
- Failure to render service normally associated with the sale of goods; i.e. delivery dates, shipment problems, return and replacement of damaged goods, provide (within reason) availability of contact person associated with submittal
- Debarment, suspension, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency

23 Termination of Contract

23.1 If either party fails to comply with any of the obligations required of it in the contract agreement and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen (15) days, then the party shall have the right to terminate the contract agreement at the end of an additional thirty (30) day period.

23.2 Upon termination of this agreement, the successful vendor will peaceably remove all equipment belonging to the vendor and surrender the premises in a condition as good as when received, ordinary wear and use alone expected. All monies due the District must be paid in full before any equipment is removed from the school premises.

23.3 The District shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the vendor shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.

23.4 The District will pay the vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

24 Venue

24.1 This proposal shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect to any legal action relating to or arising under this proposal shall lie in the District Court(s) of the State of Texas sitting in Smith County, Texas, vendor hereby expressly consenting to the jurisdiction of such courts.

25 Conflict of Interest

25.1 The District is required to comply with Texas Local Government Code Chapter 176, and Disclosure of Certain Relationships with Local Government Officers. Any company that does business with the District must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

a) The person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income, and/or
b) Company has given on of the District's local government officers or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

26 Service-Related Contracts

26.1 The vendor warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this solicitation.

26.2 The vendor shall employ orderly and competent employees trained in the required services to be provided under this solicitation.

26.3 The vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

26.4 The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any vendor, its employees, subcontractors, and subcontractor's employees from any district facility for whatever reason it determines necessary to maintain safety and orderly operations.

26.5 If applicable under this solicitation, vendor, its employees, subcontractors, and subcontractor's employees shall have and maintain any and all required licenses and/or certifications for the

duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.

26.6 The vendor, its employees, subcontractors, and subcontractor's employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

27 Criminal Background Checks

27.1 All contractors, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful vendor before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9.

27.2 Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

28 Indemnification

28.1 The contractor will defend, indemnify, save harmless, and exempt the District, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the contractor, its officers, agents, or employees; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the District, its officers, agents, and employees, or third parties.

29 Insurance

29.1 The successful vendor will indemnify and hold harmless the District against any damages or claims arising from the negligence of the vendor, its agents, or employees.

29.2 The successful vendor shall be required to provide the District with copies of certificates of insurance, named as additional insured, Texas Workmans' Compensation and General Liability Insurance. Certificates of Insurance, name and address of vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance, and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents.

29.3 The successful vendor agrees to furnish a current insurance certificate to Purchasing/Contract Services showing coverage with the minimum limits of liability for the following:

Worker's Compensation	Statutory
Employer's Liability	$100,000/$100,000/$500,000
Comprehensive General Liability:	
Bodily Injury	$500,000 each occurrence/$1,000,000 aggregate

Property Damage	$500,000 each occurrence/$1,000,000 aggregate
	(Must include Product's Liability coverage)

Comprehensive Automobile Liability:

Bodily Injury	$300,000 each person/$500,000 each occurrence
Property Damage	$300,000 each occurrence

29.4 The successful vendor shall, at all times during the term of this contract, maintain insurance coverage at the sole cost of the vendor. The vendor shall give the District a minimum of ten (10) day notice prior to any modifications or cancellation of policies. The vendor shall require all subcontractors performing any work to maintain coverage as specified.

29.5 The District shall be named as "additional insured" on all policies.

29.6 The District will promptly notify the vendor in writing of any claims made against it arising out of a breach of said warranty, and such claim shall be handled by the vendor. In the event of a suit on a claim, the District shall promptly forward to the vendor every summons or other process. The vendor shall have the right to defend, adjust, or settle any such claims. No expense shall be incurred and no settlement shall be attempted without the vendor's written consent.

30 Force Majeure

30.1 Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

SPECIFICATIONS

1 General Provisions

1.1 The School District is seeking bids for both Lit and Dark Fiber for its wide area network (WAN). The first option is for a dark fiber IRU solution that includes fiber maintenance and provider technical support ("Managed Services") for the WAN services that will be provided to the district over the dark fiber. The second option is a fully managed, lit service WAN, with pricing for **10Gbps**. The District intends to award a quantity contract for a 5 year term.

1.2 Each proposal must provide Lit and Dark Fiber solutions for this scenario:

> Scenario: Provide a lit and dark fiber solution with connectivity from Lindale High School at 920 East Hubbard Street, Lindale, Texas 75771 to four (4) outlying sites as listed as District Locations on page 21.

1.3 Lindale Independent School District is located in Lindale, Texas. Further information about the District is located on the District website: www.lindaleeagles.org. The purpose of this RFP is to procure WAN Services District-wide. The District seeks proposals to establish a contract to activate services by **July 1, 2027** with a vendor to install and provide Network Services to the District's sites as listed as District Locations on Page 21.

1.4 The District reserves the right to award on a "line item" basis or "all or none" basis, whichever is most advantageous to the District. The District also reserves the right to award contracts or portions thereof exclusively or to multiple vendors to achieve the best value.

1.5 It is the intent of the District to enter into a multi-year contract with the successful vendor(s). The initial contract period will begin **July 1, 2027.** This request for proposal is identified as a firm-fixed price contract. Prices shall remain firm-fixed for the term specified, including all extensions exercised by the District. No increases will be allowed during the contract term. Price decreases are acceptable at any time during the term of the contract.

1.6 Submitted prices must remain firm for the length of the contract from date of award, unless otherwise specified in this solicitation.

1.7 Vendors shall submit their response based on the attached Proposal Submittal Form which includes the item descriptions and specifications. Any brand name and model number descriptions listed in this proposal are intended to be descriptive and not restrictive. If any vendor has equivalent items, please provide all specifications as to such items. The District reserves the right to deem items as equivalent.

1.8 **All** deviations from the specifications must be listed on the Deviations Form.

1.9 Any information regarding warranties and/or maintenance agreements pertaining to proposal item(s) are to be included in the proposal response.

1.10 Any additional agreements/contracts to be signed by the District shall be included with the proposal response.

1.11 It is understood and agreed that the District reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the awarded vendor, both at the time of acceptance of this proposal as so modified and subsequent thereto.

1.12 The quantities appearing in this proposal are approximate only and the District reserves the right to increase, decrease, or delete any or all items. If the quantities or materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.

2 Applicable Specifications

2.1 As approved by the Federal Communications Commission in E-rate modernization order 2 (WC Docket No. 13-184) (https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity) – Lindale Independent School District wishes to compare Lit Services and Dark Fiber services for its district Wide Area Network (WAN). The WAN provides broadband connectivity between instructional and non-instructional buildings in the district back to Lindale High School at 920 East Hubbard Street. The service is being planned to begin on **July 1, 2027** which represents the expiration of the current Lindale Independent School District WAN service. All respondents must be eligible to participate in the Universal Service Fund's E-rate Support Mechanism as a service provider, and shall provide a valid Service Provider Identification Number assigned by the Universal Service Administrative Company. Respondents must indicate if any part of the response is not e-rate eligible.

2.2 The School District has experienced significant bandwidth demand increases in the last 5 years. The district plan is to meet the SETDA standards for WAN and internet for K-12 school districts. The district's instructional plan includes use of latency-sensitive applications, upload reporting requirements and significant peaks in bandwidth demand. Throttling bandwidth and operating on a contended network in the WAN has been determined to be unacceptable based on the instructional plan for the district.

2.3 With this in mind, the School District is seeking options for a dark fiber and lit service solution alternatives where all fiber and routing equipment is 100% dedicated to the School District's network. The proposed lit service or dark fiber options must include routing equipment that is exclusive to Lindale Independent School District. The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.

2.4 The School District is seeking two options for bids. The first option is for a dark fiber IRU solution that includes both fiber maintenance and operations for the fiber facilities, and operation, maintenance, and provider technical support ("Managed Services") for the WAN services that will be provided to the district over the dark fiber. The second option is a fully managed, lit services WAN, with pricing at the required tiers. Bids for Managed Service should include all necessary routing equipment, with operation, maintenance, and provider technical support for such equipment as part of the Managed Service. Based on the bids and a cost effectiveness analysis, the School District will determine if any of the Lit Service or IRU or some combination of solutions is acceptable. The specifications related to each solution option are as follows.

Lit Service:

2.5 The School District must have guaranteed Lit Transport Bandwidth throughput (upload and download) of 10Gbps with Service Level Agreement (SLA) guarantees. SLA minimum requirements are listed below. The solution must be scalable from 10gbps.

2.6 Please provide 10Gbps pricing between the hub and the various endpoints. Price quotes are requested for 60 months terms of service. Prices should be all inclusive. All-inclusive in this case means that all non-recurring costs (NRC) required by the vendor to commence service are separately listed, clearly indicating any NRCs associated with special construction, and all monthly recurring costs (MRC) for the corresponding circuits should be included in the requisite columns of the pricing sheets. In the case of any NRC special construction charges, bidders are requested to provide installment payment pricing for the applicants E-rate non-discounted charges, with such installment payments to be paid in equal annual installments over four years. No increased pricing will be allowed during the term of the quoted NRC and MRC rate.

2.7 All lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link. The network must have the ability to support multiple QoS policies and prioritization queues across

each link in the WAN to reduce latency and packet loss and guarantee throughput for data, voice, and video. The circuit from Lindale High School site must support jumbo frames.

2.8 For lit services the following specifications shall apply:

- Required web portal or local monitoring of all circuits
- Shared management of equipment
- Must provide response time for outages
- Must provide 99.99% guaranteed uptime
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
- Network Latency Commitment <20 milliseconds roundtrip
- Network Jitter Commitment <5 milliseconds
- Bit-Error Rate commitment <0.25% between circuit endpoints
- Mean Time-To-Repair for outages <4 hours

2.9 As part of its response a network diagram displaying the paths to be used to serve each endpoint must be included.

IRU of Fiber:

2.10 The respondent is requested to quote a 5 year indefeasible right to use (IRU) price for fiber for all segments between Lindale High School at 920 East Hubbard Street Lindale, Texas and end points.

2.11 The IRU price proposal should include options for the fiber runs. The fiber runs can be either "hub and spoke" with dedicated fiber from the HUB location to each end point, ring, or the vendor can propose an alternative design that provides a fiber run to a school, which acts as a "mini-hub" and then laterals off that fiber run to other nearby schools. The goal would be to provide a resilient solution that minimizes the amount of strand miles in the IRU. The level of resiliency should be balanced with cost effective considerations of the E-rate program. The IRU price proposal should include pricing for 4 strands minimum on each route.

IRU Price Proposal:

2.12 The School District is interested primarily in IRU-type pricing with a one-time capital cost payment. The School District welcomes proposals with optional payment plans structures in addition to the foregoing. However, the issuer will be unable to evaluate proposals that do not include at least one alternative for an up-front capital payment for the IRU combined with separately identified recurring maintenance payments. In any event, bidders are requested to provide installment payment options for the School District's non-discounted share of any NRC associated with special construction, with such payments to be made over four years.

2.13 Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

2.14 For each proposed route, respondent must offer pricing proposals for 4 strands minimum of fiber.

Future sites / Abandoned sites:

2.15 The proposal should include terms and specifications for future sites (new schools, fine arts facility, etc.). These circuits should be co-terminus with the circuits in this RFP and match the topology. The proposal should also include the terms for abandoned sites (early termination fees, removal of equipment, dropping of M&O fees, etc.)

Transition to new circuits:

2.16 The plan should detail the timeline and process of transitioning to new circuits as they become available with completion of all circuits by **July 1, 2027**. The locations should not experience any loss of necessary service/function during the transition.

Open Fiber Interconnection Policy:

2.17 The School District prefers that the vendor support "vendor neutral" or "open interconnection cross connect" requests within their facilities. It is possible that after the initial build, the School District will require additional cross connects to School District -Owned Fiber or to alternate carriers. Respondents must describe any cross-connect policies and all related cross-connect fees. The School District prefers vendors that build cross-connect costs into the initial purchase arrangement.

Dark Fiber Performance

2.18 School District prefers to lease dark fiber routes that contain a homogenous fiber type throughout the segment. It is currently anticipated that fiber utilized for the School District – Owned Fiber will be G.652.D fiber or G.655. Vendors should provide information on the age, type and performance of fiber they are proposing to lease, including a description of all applicable splice loss budgets.

Dark Fiber Maintenance

2.19 Operations and Maintenance Practices: The School District will require on-going maintenance and operations of the fiber for at least the first 5 years of the IRU. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices;

Broadband Service Technical Support -- "Managed Service"

2.20 The School District also requests proposals for an MRC cost to oversee the technical support of the WAN once the dark fiber is placed into service. This MRC should include provision of:

- Provision of equipment necessary to place the circuits into service
- Network monitoring on a 24x7x365 basis

- Tier 1 through tier 3 NOC services taking incoming calls regarding service degradation and/or service outage
- Creation and communication of service tickets to School District escalation list
- Preventive maintenance activities
- Incident response with timing standards in accordance to a respondent provided service level agreement that meets general industry standards
- Other industry standard provisions of broadband service technical support

2.21 Broadband Service Technical support on the IRU'd fiber can be priced on a WAN wide or individual circuit basis. The School District will accept proposals from vendors wishing to provide Managed Service on the IRU'd fiber, as well as proposals from vendors wishing to provide both the IRU'd fiber and such Managed Services. Bidders may NOT condition a proposal for IRU pricing on the School District's acceptance of their Managed Service quote, as well.

Standard for Lit Service or IRU

2.22 For all proposals, whether for lit service circuits or IRU'd fiber and Managed Service an exact (required) scope of work listing all pertinent details, including but not limited to, as applicable, installation schedules, exact standards to be adhered to, identification of aerial vs. buried fiber segments, as well as detailed drawings showing fiber and equipment locations will be provided to the District as part of the proposal. Also, any associated terms and costs (pole attachment agreements imposing make-ready costs, trenching and/or boring costs), quantity and cost of other plan elements (e.g. handholes, splice enclosures, vaults). Charges for engineering, environmental assessments, traffic control and permits, surveys, testing, etc. Explain the reasonableness and needs for the costs, such as: Directional boring (buried), Galvanized conduit (buried), a large number of fusion splices, a large number of handholes, vaults (buried), Installation of new poles (aerial) and expensive make ready costs (aerial). Confirm build route with GIS data as part of cost-per-foot/cost-per-mile evaluation. This detailed scope of work will be delivered to Universal Service Administrative Company's (USAC) School and Libraries Program upon request, typically once all E-Rate applications are filed, a Funding Commitment Decision Letter (FCDL) is issued to Lindale ISD Schools, and the District issues the vendor a purchase order. (NOTE: All responding vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN).

Modulating equipment and switches

2.23 The district is also requesting bids for modulating equipment and switches for the IRU circuits and services to configure, install and test the equipment at each location. The pricing sheet is attached. The district has primarily a Ruckus network.

EXISTING VOICE/DATA NETWORK

2.24 The District is currently running a Switched Ethernet infrastructure network which supports voice and data services. The awarded service provider must deliver a seamless continuation of voice and data services throughout the installation process.

2.25 All sites' geographical layouts are expected to remain relatively static. The awarded vendor will be responsible for the conduit routing of all required fiber optic cable into each school/site.

2.26 All schools/sites are serviced on premises by a 3CX system. The Lindale High School hub and Lindale Junior High School will be data centers with regard to blade/storage/VM/backup equipment. The MDFs at all sites include Ruckus ICX 8200 and Ruckus POE switches in the outlying IDFs. All IDFs are backbone connected to the MDF via homerun multi-mode fiber with 1gb or 10gb optics. The preferred handoff from the service provider is single mode fiber.

2.27 All orders are dependent upon E-Rate funding approval. All evaluations and assignment of values are at the sole discretion of the District and are final.

3 District Locations

	Site	***Address***	***Current Switched Network***	***#Student / Staff Users***	***Minimum Bandwidth by 2027***	***Anticipated Bandwidth Needed by 2032***
1	LINDALE HIGH SCHOOL	920 E. Hubbard St.	10gbps	1350	10gbps	10gbps
2	LINDALE JUNIOR HIGH SCHOOL	15000 CR 463	10gbps	733	10gbps	10gbps
3	E J MOSS INTERMEDIATE	411 Eagle Spirit Drive	10gbps	1065	10gbps	10gbps
4	COLLEGE STREET ELEMENTARY	106 N. College Street	10gbps	520	10gbps	10gbps
5	VELMA PENNY ELEMENTARY	1000 Mt. Sylvan Highway	10gbps	515	10gbps	10gbps

4 E-Rate Funding / Schools and Libraries Division

4.1 The District intends to apply for support under the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) support mechanism (E-rate program) for the services that are the subject of this proposal.

4.2 Any vendor responding to this proposal must be an Eligible Telecommunications Services Provider as defined under the Federal Communication Commission's E-rate program and will be required to submit their assigned SPIN (Service Provider Identification Number) and FCC Registration Number as part of its response along with a copy of their Form 498—Service Provider Information Form. If vendor does not have a SLD SPIN number or a FCC Registration Number, vendor MUST obtain one before responding to this proposal. Vendor must also have filed a Form 498 for **Funding Year 2027**.

4.3 To comply with E-rate requirements, the selected service provider shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to the services provided under the resulting contract. All records referenced above and any required under the document retention requirements of the Federal Communications Commission shall be retained for at least five (5) years after the last day of the delivery of discounted services, such information shall be subject to inspection and audit by the District and/or SLD/USAC and/or their contractors. Pursuant to 47 CFR 54.516 – the service provider shall be subject to audits and other investigations to evaluate their compliance with the statutory and regulatory requirements for the E-rate program, including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. The service provider shall assume responsibility for its subcontractors' compliance with the FCC requirements on document retention and auditing. The service provider shall include, in all of its subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the District and/or SLD/USAC and/or their contractors the same right to inspect and audit said records as set forth herein.

4.4 Vendors shall also provide information regarding any point at which they were placed on "red light" status by the Federal Communications Commission (FCC) either currently or at any time during the prior ten E-rate funding years.

5 Billing Discounts and Reimbursement Procedures

5.1 The District will determine whether discounted billing (SPI) or reimbursement using the BEAR process is favorable. This could vary from year to year. The awarded vendor must be willing and able to work with the District in this process.

6 Evaluation Criteria

6.1 The District retains the right not to purchase solely on the basis of low price; quality and suitability to purpose will be the controlling factors and the District reserves the right to arrive at such by means deemed appropriate. The proposal award shall be based on, but not necessarily limited to the following factors: a) the purchase price, b) the reputation of the vendor and of the vendor's goods or services, c) the quality of the vendor's goods or services, d) the extent to which the goods or services meet the district's needs, e) vendor's past performance record and relationship with the district, f) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses, g) the total long-term cost to the district to acquire the vendor's goods or services, h) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: 1) has its principal place of business in this state; or 2) employs at least 500 persons in this state; and i) any other relevant factor specifically listed in the request for proposals.

6.2 Evaluation criteria contains both qualitative and quantitative measurements in the following weighted assessments:

Criteria	Weight
Responsiveness to RFP	0 Points
Proposed Cost	35 Points
Reputation	10 Points
Quality	25 Points
Meets district's needs	5 Points
Past performance	10 Points
HUB status	0 Points
Long-term cost	10 Points
Parent company or majority owner in TX	0 Points
Other relevant factor(s)	5 Points

PROPOSAL CERTIFICATION FORM

The undersigned respondent affirms and certifies the following statements:

1. Respondent has carefully examined all instructions, requirements, specifications, terms, and conditions of this proposal.
2. Respondent is duly authorized to execute this contract.
3. Respondent is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of this proposal.
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of this proposal. Further, if awarded, the respondent agrees to perform the requirements, specifications, terms, and conditions of this proposal.
5. All statements, information, and representations prepared and submitted in response to this proposal are current, complete, true, and accurate. Furthermore, that respondent shall be bound by all statements, representations, warranties, and guarantees made in this proposal.
6. This proposal response has been independently arrived at and prepared without collusion with any other vendor, and that the contents of this proposal response as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official receiving of this proposal.
7. The accompanying proposal response is not the result of, or affected by an unlawful act of collusion with another company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, it is understood that fraud and unlawful collusion are crimes under federal law and can result in fines, prison sentences, and civil damage awards.
8. The respondent acknowledges that this response, and any other documents when properly accepted by the District, will be an integral part of any contract awarded as a result of the response submitted.

THIS PROPOSAL CERTIFICATION MUST BE COMPLETE AND SIGNED. FAILURE TO COMPLETE AND SIGN WILL BE SUFFICIENT REASON FOR REJECTION OF RESPONSE.

PROPOSAL SUBMITTED BY:

COMPANY LEGAL NAME _____

SIGNATURE _____

PRINTED NAME _____

POSITION/TITLE _____

ADDRESS _____
(St. or Box No.)

_____
City State Zip

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

THIS FORM MUST BE RETURNED WITH PROPOSAL

PROPOSAL SUBMITTAL FORM

In compliance with this Request for Proposal No. 8732, the undersigned vendor having examined the complete solicitation, and being familiar with the conditions to be met, hereby submits the following response for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. Costs not indicated in response will not be paid. The Request for Proposal No. 8732 is by reference incorporated in this contract.

ITEM	DESCRIPTION	QTY	UOM	UNIT COST*	EXTENDED COST
1				$	$
2				$	$
3				$	$
4				$	$

***PRICE: F.O.B. District**

Additional Vendor Response Information (Other Relevant Factors)

Vendor responses should also include:

- Provide the Service Level Agreement for the proposed services
- Describe provision for providing credit for disruption of service
- Detailed List of System Requirements and District Project Responsibilities
- Specify all other features and services available with the proposed services. Include information on the additional costs of each feature or service.
- Provide a timeline of implementation for all sites to be fully operational.
- Provide detailed technical specifications for General Dark Fiber maintenance.

Escalation/De-Escalation:

Will prices remain unchanged for full term of contract? ❒ Yes ❒ No

If answer is no, explain in detail the basis for price increases:

_____

_____

Percentage Discount:

The District reserves the right to purchase additional items not specifically listed in the specifications based on a discount off of current price list. This discount is to exist as an element of the contract and will be included through its continuation.

Fixed percentage discount from current price list. _____.
{If your organization offers no "FIXED" discount, please enter zero}

Company Name_____

By_____ Date:_____

Authorized Representative - must sign by hand

THIS FORM MUST BE RETURNED WITH PROPOSAL

USAC SLD/FCC REGISTRATION CERTIFICATION

For proposal submittals to be considered, the following information must be provided.
**Failure to provide may result in rejection of submitted response.

Any vendor responding to this proposal must be an Eligible Telecommunications Services Provider as defined under the Federal Communication Commission's E-rate program and will be required to submit their assigned SPIN (Service Provider Identification Number) and FCC Registration Number as part of its response along with a copy of their Form 498—Service Provider Information Form.

I certify that my company is actively registered with the SLD and the FCC. Below are the assigned numbers for reference.

SPIN _____

FCC _____

Company Name_____

By_____ Date:_____
Authorized Representative - must sign by hand

THIS FORM MUST BE RETURNED WITH PROPOSAL

DEVIATION FORM

All deviations to this solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, the vendor assures the District of their full compliance with the Terms and Conditions and Specifications.

THIS DEVIATION FORM MUST BE SIGNED BY EACH VENDOR, WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS PROPOSAL.

DEVIATIONS:

Page/Item #	Detailed Deviation

❒ No Deviations

Company Name_____

By_____ Date:_____

Authorized Representative - must sign by hand

THIS FORM MUST BE RETURNED WITH PROPOSAL

REFERENCES

Vendors shall provide a list of organizations served. Organizations comparable in size, with similar needs and requirements to Lindale ISD, are preferred.

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

THIS FORM MUST BE RETURNED WITH PROPOSAL

DEBARMENT OR SUSPENSION/FELONY CONVICTION/RESIDENT VENDOR

DEBARMENT OR SUSPENSION

Federal Law (A-102) Common Rule and OMB Circular (A-110) prohibits non-federal entities, including school districts, from contacting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Contractors (Vendors) receiving individual awards for $100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of this solicitation below, the respondent affirms that neither they nor their principals are suspended or debarred by a federal agency.

Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

FELONY CONVICTION

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 an 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."

❒ My firm is a publicly-held corporation; therefore this reporting requirement is not applicable

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

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

_____

CERTIFICATE OF RESIDENCY

Pursuant to Government Code, Chapter 2252, Subchapter A, the District must be provided the following information for a response to be accepted. "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Resident bidder" refers to a person 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.

"Nonresident bidder" refers to a person who is not a resident.

❒ My company is a "resident bidder"

❒ My company is a "nonresident bidder" of _____ (the state your principal place of business is located)

Does your "resident state" require bidders whose principle place of business is in Texas to underbid vendors whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Resident state" means the state in which the principle place of business is located. ❒ No ❒ Yes If yes, what is the amount or percentage? _____

Company Name_____

By_____ Date:_____

Authorized Representative - must sign by hand

THIS FORM MUST BE RETURNED WITH PROPOSAL

CERTIFICATE OF INTERESTED PARTIES

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.**

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.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

THIS FORM MUST BE RETURNED WITH PROPOSAL

CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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 in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

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