



Antonio Rodriguez
Purchasing Director

*Devoted to Student Success...
Committed to Staff Excellence!*

January 12, 2018

CSP 17-18-30

Ladies and Gentlemen:

Los Fresnos Consolidated Independent School District is requesting Competitive Sealed Proposal from E-Rate approved vendors for **E-Rate Funding Year 2018 Eligible Services** for districtwide Telecommunications Services and Internet Access. Proposals will be received and opened in the Purchasing Department located at 32703 State Highway 100, Los Fresnos Texas at 11:00 A.M., Monday, February 9, 2018. Proposals will not be awarded on opening, but after study and consideration by the administration and/or Board of Trustees. Los Fresnos C.I.S.D. reserves the right to hold bid prices ninety (90) days after proposal opening without acting on them. Any proposal received after the time set for opening will be returned to vendor unopened. The Los Fresnos CISD will not be responsible for missent or misplaced proposals. It is the sole responsibility of the interest vendors to ensure that their proposals reach the Purchasing Department. Please mail proposals to:

Los Fresnos Consolidated Independent School District
Attn: Antonio Rodriguez, Purchasing Director
CSP 17-18-30 E-Rate
PO Box 309
Los Fresnos, Texas 78566

The right is reserved, as the interest of the owner may require, to reject any or all proposals and to waive any formalities in proposals received and accept the proposal most advantageous to the District. The District requests that all proposals be submitted on the enclosed proposal forms.

Respectfully,

Antonio Rodriguez
Purchasing Director

xc: David Young, Chief Financial Officer

LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CSP 17-18-30
E-RATE ELIGIBLE SERVICES FOR LOS FRESNOS CISD

I. GENERAL INSTRUCTIONS AND CONDITIONS TO VENDORS:

1. All proposals must be submitted by Monday, February 9, 2018 and will be opened at 11:00 A.M. on that day in the Purchasing Department located at 32703 State Highway 100, Los Fresnos, Texas.
2. Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.
3. **BID ACCEPTANCE:**
 - 1) **UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.**
 - 2) **PROPOSALS RECEIVED AFTER PROPOSAL DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED TO VENDOR UNOPENED. PROPOSAL DUE: 11:00 A.M., Monday, February 9, 2018.**
 - 3) **ONLY SEALED PROPOSAL WILL BE ACCEPTED. FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**
4. For any questions pertaining to the proposal specifications, please contact:
Mr. Billy Simpson, Technology Director
E-mail: bsimpson@lfcisd.net
or
Mr. Antonio Rodriguez, Purchasing Director
E-mail: arodriguez@lfcisd.net
5. Any change to this proposal document must be in a written addendum and signed by David Young, Chief Financial Officer, or his designee.
6. Detailed explanation of warranties must be provided with proposal.
7. Los Fresnos C.I.S.D. will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty days of receipt at vendor's expense.
8. Los Fresnos C.I.S.D. reserves the right to accept or reject any or all proposals.
9. Los Fresnos C.I.S.D. reserves the right to hold proposals ninety days (90) after proposal opening before board action and to award the proposal most advantageous to the District.
10. No substitutes will be accepted after item(s) have been awarded as specified.
11. All technical questions, information and correspondence relative to this Request for Competitive Sealed Proposals shall hereafter be directed in writing via e-mail to Billy Simpson, Technology Director at E-Mail: bsimpson@lfcisd.net

LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
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E-RATE ELIGIBLE SERVICES FOR LOS FRESNOS CISD

GENERAL INSTRUCTIONS AND CONDITIONS (CON'T)

11. You may propose an equal item, but it must be identified in the applicable space. All bidders must submit sufficient literature and/or specifications with their proposal for the District to make a proper evaluation. Furnish sufficient information to enable an intelligent comparison.
12. Any catalog, brand name or manufacturer's reference, used in this proposal is descriptive-not-restrictive. It is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposals must show manufacturer, brand, model, etc., of article covered. If other than brand specified is offered, complete descriptive information of each article being proposed must be included with the proposal. If proposal takes no exception to the specifications or references data, the vendor will be required to furnish brand names, models, etc. as specified.
13. **To expedite evaluation of the bid: Los Fresnos C.I.S.D. forms must be used to submit pricing information.**
14. **Please submit a proposal on each item separately.** Provide unit price on quantity specified and extended amount. In case of error in extensions, the unit price shall govern, if applicable.
15. The District reserves the right to reorder from the company awarded the proposal, as long as there are no discounts changes and service and quality of merchandise remains unchanged throughout the length of the contract.
16. The proposal price will include all shipping and handling charges.
17. Equal Employment Opportunity: All vendors shall be in compliance with the Executive Order 11246, entitled "Equal Employment Opportunity" as amended by the Executive Order 11375, and as supplemented in Department of Labor Regulations. (41 CFR Part 60).
18. The District reserves the right to request samples at no cost to the District. Each sample when requested must be marked with vendor's name and item number of the proposal.
19. Owner reserves the right to increase or decrease quantity(s) of item(s) awarded at proposal price for the length of the contract period.
20. Proposals are to be net Los Fresnos C.I.S.D., Central Receiving at 32703 State Highway 100, Los Fresnos, Texas 78566. Proposal prices discounts are to remain firm from April 2017 through June 2018.
21. No cash advance discount will be considered.
22. Proper authorization for reorders and issuance of approved Purchase Orders will be through the Purchasing Department only.

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GENERAL INSTRUCTIONS AND CONDITIONS (CON'T)

23. Proposals shall be on the PROPOSAL FORM(s) enclosed and sealed in an envelope clearly marked:
CSP 17-18-30
“E-Rate Funding Year 2018”
DUE: 11:00 A.M., Monday, February 9, 2018
ATTN: Antonio Rodriguez, Purchasing Director
24. The District reserves the right to accept or reject all or part of the proposal, waive minor technicalities and award the proposal to best serve the interest of the District.
25. Los Fresnos C.I.S.D. gives preference to purchasing products made of recycled materials if the products meet applicable specifications as to quantity and quality. You may propose these products but must indicate in the specification description whether they are of **recycled or recyclable** materials.
26. Offerors are prohibited from approaching members of the Board of Trustees or any officer of the District in an attempt to gain an advantage in the award process prior to award of the contract. The District may, by written notification to the offeror, reject an offer for violation of this clause

II. INSTRUCTIONS TO VENDORS:

1. **SAMPLES:** The District reserves the right to request samples at no cost to the District. Each sample when requested must be submitted within five (5) days of request and marked with vendor’s name and item number of the proposal. Los Fresnos C.I.S.D. will not be responsible for any samples not picked up within 30 days of the notification. Samples may be retained by the District until vendors are notified to remove them. Vendors agree that the District will incur no liability to samples which are damaged, destroyed or consumed in the testing process.
2. **PROPOSAL WITHDRAWAL:** No proposal may be withdrawn for a period of ten (10) days subsequent to proposal opening date without the expressed consent of the District.
3. **COMPLIANCE WITH SPECIFICATIONS AND LOS FRESNOS C.I.S.D. RIGHT OF SELECTIONS:** The vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission
4. **EVALUATION OF PROPOSAL:** The district will consider evaluation criteria as follows: the purchase price, the reputation of the vendor and of the vendor's goods or services; the quality of vendor's goods or services, the extent to which the goods or services meet the district's needs; the vendors past relationship with the district; the total long-term cost to the district to acquire the vendor's goods or services ; and any other relevant factor that a private business entity would consider in selecting a vendor.

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GENERAL INSTRUCTIONS AND CONDITIONS (CON'T)

5. **DEVIATIONS FROM SPECIFICATIONS:** All deviations from the specifications must be noted in writing, in detail by the vendor at the time of submittal of the proposal. The absence of a written list of specification deviations will hold the proposal strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.
6. **"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Proposals shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such proposals, the vendor shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the proposal, it is found that the vendor did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.
7. **REPRESENTATIONS:** The Vendor represents that the items provided by the vendor hereunder shall conform to the presentation of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason LFCISD determines in its sole discretion, that part or all of such items fail to meet the expectations of LFCISD, LFCISD may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by LFCISD for the unexpired term of this Agreement.
8. **TERMS OF ASSESSMENT:** The lowest proposal will not necessarily be the successful proposal. Proposals will be assessed not only in terms of the cost of the equipment, but also in terms of reliability, quality and service.
9. **ERRORS IN PROPOSALS, RELIEF OF PROPOSAL:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals: failure to do so will be at the vendor's own risk and vendor cannot secure relief on the plea of error. Neither law nor regulation makes the allowance for errors of omission or commission on the part of vendors. In case of error extension of prices in the proposal, the unit price shall govern.
10. Vendors having a history of inconsistent service and unreliability will not be considered by the District to be a responsible vendor.

“Responsible Vendor: The business must be a well establish organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

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GENERAL INSTRUCTIONS AND CONDITIONS (CONT)

11. THE LOS FRESNOS C.I.S.D. RESERVES THE RIGHT TO REVIEW AND RENEW AND/OR TERMINATE CONTRACT AT THE EXPIRATION OF EACH BUDGET PERIOD THE CONTRACT IS FOR CURRENT REVENUES ONLY IF TERMINATION OF CONTRACT IS NECESSARY, THE SUCCESSFUL VENDOR WILL NOT ADD ANY TERMINATION PENALTIES TO SAID CONTRACT. Local Government Code 271.005

12. Vendors must provide and maintain an active E-Mail address and/or fax number where Purchase Orders can be delivered throughout the contract term.

III. BID AWARD:

1. The Los Fresnos C.I.S.D. shall award the proposal to one vendor and/or multiple awards, which ever is in the best interest of the District. For Evaluation and consideration of items propose, samples will be submitted upon request.
2. After proposal is awarded and low vendor(s) default(s) in meeting the general instructions to vendors and/or comply with contract agreement, Los Fresnos School District reserves the right to seek services from the next low vendor. In such event, the District shall charge the successful vendor the difference for any additional cost of such item.

IV. DELIVERY INSTRUCTIONS:

1. Receiving hours Monday through Friday 8:00 a.m. to 5:00 p.m.
2. If you need additional information call the office listed below:
Attn: Mr. Jorge Perez, Central Receiving
PH: (956) 233-6278

V. BILLING AND PAYMENT INSTRUCTIONS:

1. Invoices must include:
 - a) Purchase Order Number
 - b) Marked – “E-Rate”- CSP 17-18-30
 - c) Copy of signed delivery ticket
2. Contact person for Billing and Payment questions:
Accounts Payable (956) 254-5000

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GENERAL INSTRUCTIONS AND CONDITIONS (CONT)

VI. SPECIAL TERMS AND CONDITIONS FOR BIDDING

1. - **-TYPE:** **This proposal will not supersede any other contracts Los Fresnos CISD either currently is using or may bid in the future for specific and like kind supplies.**
2. - **TERM OF CONTRACT:** It is anticipated that the term of the contract will be **from July 2018 through June 2019**. Proposal discount if accepted must remain firm or decrease until the end of contract. Compliance with all specifications and conditions will be required for the proposal period
3. - **DISCOUNTS:** All discounts will be quoted from published catalog pricing, list price or shelf-price, freight included.
4. - **AWARD:** The District will make multiple awards as they may appear most advantageous to the District. **The intent of this proposal is to provide all schools and departments of Los Fresnos CISD with a list of qualified companies.**
5. - **CATALOGS:** A copy of supplier's latest catalog, if available, should be included with proposal.
6. - **ORDERING:** Supplier will accept purchase orders by either fax machine or mail. A confirming copy of orders made by fax will not be sent unless otherwise specified. Proper authorization for orders and issuance of approved purchase orders is required for all purchases. **No payments will be made on invoices lacking a purchase order number.**
7. - **SUBSTITUTION:** Substitutions for any items on order **will not be allowed** without written approval.
8. - **EQUIVALENT PRODUCTS:** All products that are designated as equivalent to specified items will be evaluated, based on literature submitted or sampling of the product. Be sure to indicate the "Brand Name" of each item bid if applicable.
9. - **BRAND NAME:** Any catalog, brand name or manufacturer's reference used in the bid is descriptive, not restrictive. It is intended to indicate type of quality desired. Bids on brands of like nature and quality will be considered upon proof of equality.
10. - **QUALITY:** All items bid and supplied will be new, manufactured by a single firm, of a single style and of "first" quality. No seconds or otherwise inferior goods will be allowed.

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SPECIAL TERMS AND CONDITION (CONT)

11. - **NON-PERFORMANCE:** For items that do not perform as specified, the District will give the vendor an opportunity to demonstrate whether the product will perform as expected, and reserves the right to return inferior products within thirty days of receipt at vendor's expense.

12. - **MANUFACTURER'S GUARANTEE:** A manufacturer's total satisfaction written guarantee, in accordance with the Universal Commercial Code (UCC), for the twelve month contract term, with Los Fresnos CISD reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specifications. The item will then, and after adequate time to remedy and as part of remedy, be replaced without charge to the Los Fresnos CISD's satisfaction. This will be provided at no additional cost to the District during the term of the contract.

13. - **EXCEPTIONS:** All proposals must include a detailed statement of exceptions taken to any part of the request.

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I. LOS FRESNOS C.I.S.D. SCOPE OF WORK

It is intent of Los Fresnos CISD to procure standalone turnkey jobs involving telecommunication services, basic maintenance of internal connections services and new internal connections that will support the district and interface with the existing infrastructure. LFCISD is always seeking innovative ideas to reduce costs and deploy technology that supports the district's Technology Plan. Each project is independent and can be proposed independently.

The scope of the work encompasses the following projects:

A. Telecommunication Cellular Phone Services.

B. Proposals with innovative ideas and designs to enhance and or to reduce costs for supplementary and existing services.

Service providers must itemize in detail all equipment, installation and maintenance support costs. In addition, E-rate eligible, non-eligible and other costs must be separated. **Service providers FCCRN and Spin Number must be included at the top of each quote.** Service providers must satisfy the state of Texas bidding laws and FCC debt-free rules and regulations

II. The LFCISD intends to procure these projects with funds available through the Schools and Libraries Division of Universal Service Administrative Corporation E-Rate program for funding year 2018 (July 1, 2018 through June 30, 2019).

PROPOSAL REQUIREMENTS

I. DESCRIPTION OF PROJECT

II. Telecommunication Cellular Phone Services.

III. LFCISD AUTHORITATIVE CONTACT PERSON

All technical questions, information and correspondence relative to this Request for Competitive Sealed Proposals shall hereafter be directed in writing or via e-mail to:

Billy Simpson
Technology Director
32610 State Highway 100
Los Fresnos, Texas 78566
Phone (956) 233-6980
Fax (956) 233-3627
E-Mail: bsimpson@lfcisd.net

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IV. PRE-PROPOSAL CONFERENCE AND SITE SURVEY

Internal connections bidders are strongly encouraged to make a site visit to review the specifications with the districts technical contact person listed in this document.

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V. PROPOSAL

One (1) original and two (2) copies of each Proposal are required. Faxed or emailed Proposals will NOT be accepted. All proposal envelopes must be marked, sealed and delivered as follows:

VI. SUBMITTALS

Proposals submitted must be signed by the Authorized Legal Representative of the Proposing entity in order for the bid to be considered valid.

The proposals must include the complete legal name of the proposing entity, complete address, telephone and fax numbers, e-mail address and title of the agent who had submitted the proposal. The SPIN No. is also required.

All Proposals must include a Proposal Response Summary. All items listed on the Proposal Response Summary must be included within each Proposal unless an exception had been taken thereto and is clearly and specifically indicated within the Proposal.

Service Providers may be required to provide Manufacturers Specification Sheets, General Descriptions, Operating Manuals, System Layout Drawings and/or other support documentation so as to insure a clear understanding of the project offered.

VII. SELECTION CRITERIA

The Los Fresnos CISD will have the option to do a multiple award recommendation under the first choice option, second choice option and so on. And in addition, Los Fresnos CISD will have the option to award on a per scope of work or proposal form basis or award to one vendor for the whole project.

1. Procedures/Steps

It is the intent of Los Fresnos CISD to follow these procedures/steps to award contract:

- A. All proposals received will be open and the vendor’s name and name of authorized signing official will be read aloud.
- B. Evaluation Committee will evaluate proposal, summarize, and rank the proposals as to the best value proposal to the Los Fresnos CISD.
- C. Superintendent or his designee approves the ranking of the proposal and directs next step in the process

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- A. If necessary, at the Superintendent’s discretion, negotiation/discussion of changes in the nature of proposals and in prices begins.
- E. After negotiations/discussions are complete, the Superintendent prepares the recommendation to the Board of Trustees for contract approval.
- F. Board of Trustees act on Superintendent’s recommendation.
- G. Contract is awarded.

| <u>Selection Criteria</u> | <u>Assigned Points</u> |
|---|-------------------------------|
| 1. Overall System Design, Ease of use, compatibility with existing infrastructure | 10 |
| 2. Company history, experience and references. | 20 |
| 3. Product | 20 |
| 4. Cost | 25 |
| 5. Implementation/Completion Time | 5 |
| 6. Support-After installation service | 10 |
| 7. Response to RFCSP requirements, etc. | 10 |

VII. LAWS, BUILDING CODES, TAXES, PERMITS, ETC.

The Contractor shall:

- 1. Comply fully with all laws and ordinances pertinent to all work of the project,
- 2. Pay and bear all expenses of tax pertaining to the project,
- 3. Obtain and pay for all permits required
- 4. Give all legal notices and pay all fees required for the work.

VIII. INSURANCE REQUIREMENTS

All service providers shall furnish acceptable certificate of insurance, prior to the commencement of any work.

- 1. Insurance shall be underwritten by a company rated not less than B+ in the Best’s insurance latest published guide.

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IX. HARMLESS AND INDEMNIFICATION AGREEMENT

There shall be a hold harmless agreement in which the contractor assumes liability on the contract and holds the School District harmless. This district will not indemnify the contractor.

X. SERVICE PROVIDERS FACILITIES, HISTORY AND PERSONNEL

Service Providers shall provide company history, type of business entity, location of main and branch offices, years in business (must have at least three years), number of personnel, as well as, the name and title of the project manager person that will be directly responsible for the undertaking.

A listing of existing installations which closely relate to the requested system(s), including contact names and telephone numbers, is required with each proposal in order to ascertain the Bidders degree of professionalism and experience.

LFCISD prefers the successful Service Provider to provide and maintain a locally contracted, staffed service facility to minimize the response time.

IX. FELONY CONVICTION AFFIDAVIT:

Statutory Citation covering notification of criminal history of contractor is required by State of Texas Legislative Senate Bill-1, Section 44.034, The Felony Conviction Affidavit included herein must be completed, signed by the Firm's Agent, notarized and returned as part of the required proposal submittal.

XII. MANUFACTURERS SURETY.

All Service Providers may be required to provide with their proposal, a Manufacturers Surety Letter, in favor of the LFCISD, providing Manufacturers Parts and Service Assistance in the event of default or business failure on the part of the successful bidder for a period of not less than five (5) years from the date of acceptance of the system.

XIII. SERVICE PROVIDERS WARRANTY.

Service Providers are required to provide, at a minimum, an initial three (3) year full system warranty, covering the repair and/or replacement of any components of the system(s), which fail as the result of manufacturer's defects and/or improper installation during the initial warranty term, at no additional costs for parts, materials or labor to the LFCISD.

Note: At least fifteen (15) year warranty is required for all cabling.

XIV. POST WARRANTY SERVICE QUOTATIONS.

Service Providers shall submit with their proposals, quotations relative to a Maintenance Contract, which may, at the option of the LFCISD, become effective after the initial warranty period. The contract shall provide for services and materials necessary to maintain the system(s) in original operating condition, at no additional cost over and above the cost of the Service Contract, for individual yearly periods of not less than three (3) years after the initial warranty period. Samples of each Bidders Service Contract must accompany quotations.

XV. INSTALLATION, WORKMANSHIP AND SUPERVISION.

Bidders shall provide with proposals, an accurate time frame estimate of project commencement dates, installation scheduling, and the anticipated final completion date of the project. LFCISD expects final completion of the project within the E-Rate authorized period unless authorized by the LFCISD in writing and by the submission and acceptance of the SLD.

Certified technicians, capable and competent to perform the work specified herein, shall perform all work.

XVI. INDUSTRY STANDARDS AND SCOPES.

All cabling, network and hardware, equipment and accessories proposed and furnished shall be manufactured, assembled, installed and tested in accordance with current industry standards, the minimum of which shall conform to the: American National Standards Institute (ANSI), Institute of Electrical and Electronic Engineers (IEEE), National Fire Protection Association (NFPA), National Electrical Manufacturers Association (NEMA), Insulated Power Cable Engineers Association (IPECA), National Electrical Code, (NEC) and the Texas State Electrical Code (TSEC). In addition, where test standards exists, all materials and/or equipment furnished relative to electrical components, shall bear the Underwriters Laboratories (UL) label

XVII. CONTRACTOR USE OF PREMISES

- A. The contractor shall coordinate the allocation of work areas in such a manner as to not interfere with the schedules of the LFCISD.
- B. Contractor shall assume full responsibility for protection and safekeeping of products and equipment stored on premises.
- C. The Contractor agrees to hold the LFCISD harmless in any and all liability of every nature and Description as referred on item IX of this section.

XVIII. THE PROTECTION

It is the sole responsibility of the contractor/service provider to protect all their materials and work, whether incorporated in the buildings or not and replace all work damaged during their operations.

XIX. INSTALLATION DELAY PENALTY.

The district may choose to terminate or continue, at its discretion, any project which extends beyond the original agreed upon contract completion date, excluding causes beyond the reasonable control of the Service Provider, unless the district is granted a contract / contract date extension by USAC in accordance to E-Rate rules.

The district may choose to request an extension from USAC or may choose to terminate its agreement with the service provider.

XX. TRAINING

Prior to acceptance, the successful Service Provider shall be required to provide basic operational and programming instructions relative to major components of the systems to operators and other designated key personnel of the LFCISD.

The successful Bidder prior shall perform this training, during and immediately following installation, according to training schedules as designated and approved by the LFCISD.

XXI. AS-INSTALLED DRAWINGS AND MANUALS.

The successful Service Provider shall provide, two (2) complete sets of “As Installed” CAD drawings, or equivalent, indicating the installed location of all cabling and network hardware equipment, feeder boxes and schematics which comprise the completed system(s) prior to the final acceptance.

In addition, the successful Service Provider shall provide two (2) copies of each respective Manufacturers Maintenance, Operations and/or Programming Manuals relative to any installed equipment, including Station Operations Instruction Manuals relative to the installed Equipment, in sufficient quantities to satisfy the Customers’ requirements thereof.

XXII. CHANGE ORDER PROCEDURES

All changes to the original contract must be done in a change order form provided by LFCISD. Both parties before proceeding with any change s must be approved by Technology Director and Chief Financial Officer.

XXIII. FINAL ACCEPTANCE

Until all submittals have been processed and the successful Service Provider has demonstrated that the equipment and installation fulfills all of the requirements and the specifications of the Contract Documents, thus Final Acceptance shall occur.

XXIV. PAYMENT

A tentative payment schedule shall be submitted with the proposal and is subject to negotiation prior to the selection of the winning bidder. The schedule must specify 5% retention to be paid out upon final acceptance by the district. Upon contract completion, a final walk through will be conducted with the vendor and a punch list will be created. After all items on the final walk through punch list have been completed, inspected and accepted as complete, acceptance documents will be forwarded to the Superintendent for final approval and payment authorization. A check will be issued within 30 days of final acceptance by LFCISD.

LFCISD will process all payments in accordance with the rules, regulations and policies of the E-Rate Program.

XXV. PROPOSALS REQUESTED

It is LFCISD request to receive Proposals pertaining to the requirement conditions and specifications stated herein in this Request for Competitive Sealed Proposals.

There are Proposal Response Forms provided. It is mandatory the for all vendors interested in participating in this E-Rate procurement process to complete and submit all forms provided by Los Fresnos CISD along with all pertinent documentation; Failure to do so will be motive for disqualification. The Service Provider may also provide additional information that he may feel is necessary to enhance his response to this CSP.

It is the intent of the LFCISD to receive proposals on a per section only as described in Section I of the General Information Section attached herein.

PROPOSAL RESPONSE FORMS

1. - GENERAL INFORMATION: If your company has local representation/office, provide contact information.

Firm's Name

Local Firm's Name

Address

Local Address

City, State, Zip Code

City, State, Zip Code

Contact person(s): Limited to two (2) per firm/application, one from parent company and one local.

Name/Title

Local Name/title

Telephone Number

Local Telephone Number

Fax Number

Local Fax Number

E-Mail

E-Mail

SPIN # _____

Type of Organization:

Sole Proprietorship (individual) _____

Partnership _____

Professional Corporation _____

Corporation _____

Other _____

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PROPOSAL RESPONSE FORMS

The undersigning affirms that she/he is duly authorized to submit and execute this proposal; that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other respondent, and that the contents 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 or company prior to the official date and time of opening of this Request for Proposal.

| | |
|---|---------------------------------------|
| _____ Offeror's Name | _____ Authorized Signature |
| _____ Date | _____ Print or type signatory name |
| _____ Address | _____ Position/Title |
| _____ City/State Zip Code | _____ Tax ID Number |
| _____ Phone | _____ Fax Number |
| _____ E-mail | _____ Web Page |

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PROPOSAL RESPONSE FORMS**

Please select the commodities/services in which your company is participating.

_____ A. Telecommunication Cellular Phone Service.

_____ B. Proposals with innovative ideas and designs to enhance and or to reduce costs for supplementary and existing services.

I, the undersigned authorized agent for the company named below; certify that I have properly selected the commodities/services in which the company that I represent is participating.

First Name: _____ Last Name: _____

Company Name: _____

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PROPOSAL RESPONSE FORMS

Conflict of Interest Form

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See section 176.006, Local Government Code.

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

| |
|--|
| <p>OFFICE USE ONLY</p> <p>Date Received</p> |
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1. **Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the originally filed questionnaire becomes incomplete or inaccurate.) _____ date the

3. **Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4. **Name each local governmental officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

5. **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answers to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6.

Signature of person doing business with the government entity

Date

**LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CSP 17-18-30
E-RATE ELIGIBLE SERVICES FOR LOS FRESNOS CISD**

PROPOSAL RESPONSE FORMS

The Texas Legislature has imposed the following disclosure form as a requirement on all vendor contracts that require Board approval after January 1, 2016. This includes any contracts in which the Board of Trustees

participates in the selection of the vendor. The new law is codified at Texas Government Code § 2252.908, which was enacted by H.B. 1295 during the 2015

| 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 |
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| | | | |
| 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

**LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CSP 17-18-30
E-RATE ELIGIBLE SERVICES FOR LOS FRESNOS CISD**

PROPOSAL RESPONSE FORMS

CRIMINAL CERTIFICATION

Contractor must comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code. Before work on this Contract begins, Contractor shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present. Please visit Guide for School Contractors Section for additional information regarding Senate Bill 9.

I, the undersigned authorized agent for the company named below; certify that I have complied with the procedures outlined above.

First Name: _____ Last Name: _____

Enter Bid/RFP: _____

Yes, I certify that the Company/Firm does not have employees working where children are present

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____ Signature: _____

IMPORTANT

By submitting this form, I am indicating that I am complying with Senate Bill 9, Section 22.0834 Criminal History Record Information Review of Certain Contract Employees, Texas Education Code.

**LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CSP 17-18-30
E-RATE ELIGIBLE SERVICES FOR LOS FRESNOS CISD
PROPOSAL RESPONSE FORMS**

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Los Fresnos CISD as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____
(Type or Print)