

**RFP NO. 1**  
**REQUEST FOR PROPOSAL FOR**  
**INTERNET ACCESS**

**January 28, 2019**

**RIVIERA INDEPENDENT SCHOOL DISTRICT**

**Riviera, Texas**

**REQUEST FOR E-RATE PROPOSALS  
FOR INTERNET ACCESS**

**RIVIERA INDEPENDENT SCHOOL DISTRICT**

**1. INVITATION TO SUBMIT PROPOSALS**

1.1 The Riviera Independent School District (“Riviera ISD” or “District”) is accepting E-Rate Proposals from Providers for Internet Access. Complete specifications for the products and/or a detailed scope of services for which proposals are requested is set out in **RFP Exhibit A**, which is attached hereto and incorporated herein by reference.

1.2 **Submission Of Proposals.** Respondent shall submit two (2) copies of its Proposal (one original, signed in blue ink, and one copy), additional copy via flash drive is allowed, for reference only. Proposals submitted prior to the Submission Deadline may be modified provided such modifications are sealed and received at the District Administrative Offices prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered. **Proposals sent by facsimile or email will not be accepted.**

1.3 Riviera ISD retains the right to reject any and all proposals submitted and to waive any and all formalities. Riviera ISD is not required to select the proposal with the lowest pricing, and will take into consideration other factors as described below.

**SUBMISSION DEADLINE:  
Thursday, March 21th, 2019 at 4:00 P.M.**

**PROPOSAL OPENING  
Thursday, March 21th, 2019 at 4:30 PM**

**PROPOSALS MUST BE SEALED AND CLEARLY MARKED**

**PROPOSAL FOR RFP #1:  
Internet Access.**

**PROPOSALS MUST BE RECEIVED AT THE FOLLOWING ADDRESS  
PRIOR TO THE SUBMISSION DEADLINE TO:  
Riviera Independent School District  
203 Seahawk Drive  
Riviera, Texas 78379**

## 2. PROPOSAL FORMAT AND REQUIREMENTS

2.1 Respondent's proposal shall include the following items in the following sequence:

A. RESPONDENT GENERAL QUESTIONNAIRE: Complete and submit the Respondent General Questionnaire, *RFP Exhibit B*.

B. FELONY CONVICTION NOTIFICATION: Complete, sign and submit the Felony Conviction Notification Form, *RFP Exhibit C*.

C. ACKNOWLEDGMENT FORM NON-COLLUSION STATEMENT: Complete and submit the Acknowledgement Form Non-Collusion Statement, *RFP Exhibit D*.

D. CONFLICT OF INTEREST QUESTIONNAIRE: Complete and submit the Conflict of Interest Questionnaire required by Chapter 176 of the Texas Local Government Code. Persons who seek to contract for the sale or purchase of property, goods, or services with the District are required to file a completed Conflict of Interest Questionnaire (CIQ) with the District. The CIQ form is available on the District's website or from the Tex. Ethics Commission website at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). Please consult your own legal advisor if you have questions regarding the statute or form.

E. ACKNOWLEDGEMENT OF ADDENDA: Complete, sign and submit the Acknowledgement of Addendums, *RFP Exhibit E*. **This form is required ONLY if an addendum is issued for this RFP.**

F. SIGNATURE PAGE: Complete, sign and submit Signature Page and Declaration of Compliance, *RFP Exhibit F*. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

2.2 Respondents are expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

2.3 Each proposal shall be typewritten and bound inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be printed on one side only. Each page shall be numbered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section above, and each section and attachment must be indexed and divided by tabs. One original and one copy of the Proposal are required for evaluation purpose, submissions via flash drive/thumb drive are for reference only. Proposals shall be mailed or hand delivered in a sealed envelope/package clearly marked with the Respondent's name, return address, the RFP name and number, and the opening date and time. Proposals should be addressed to Riviera ISD, 203 Seahawk Drive, Riviera, Texas 78379. **Do not submit your proposal by fax or other electronic means as the District has no policy for receipt of proposals in this manner and legally may not accept proposals by electronic means.** Failure to meet the above conditions may result in disqualification of the proposal.

2.4 Inquiries and requests for information affecting the proposal must be in writing and shall be directed solely to Ricardo Gonzalez, Information Technology Coordinator, via email: [rgonzalez@rivieraisd.us](mailto:rgonzalez@rivieraisd.us). Questions concerning this RFP shall be directed, in writing to the Point-of-Contact listed above. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by e-mail. Respondents wishing to receive copies of the questions and their responses must notify the Point-of-Contact in writing at the time the RFP is obtained. All questions and answers will be accessible at: <http://bit.ly/2Ctnw1C>. To provide the District sufficient time to adequately prepare responses to

inquiries, **all questions must be submitted no later than 12:00 P.M. on February 11th, 2019**

**2.5 Restriction on Communication.** The Respondents, or any agent or representative of respondents shall not undertake any activities or actions to promote or advertise their proposal to any member of the Riviera Independent School District Board of Trustees, the Riviera Independent School District Administration or their respective staff persons, except as specifically requested in writing by Riviera Independent School District, at any time between the date of submission of the RFP and the date of award of a contract by the Riviera Independent School District Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondents. The District reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by District.

**2.6 Amendments To The RFP.** Changes, amendments to the RFP, or written responses to questions received regarding this RFP will be made available via fax or e-mail. It is Respondent's responsibility to ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet or fax machine must notify the Point-of-Contact if Respondent wishes to receive copies of amendments to this RFP by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

**2.7** Proposals shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. Corporate Respondents and Limited Liability Company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the proposal. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Superintendent shall have the discretion, at any point in the contracting process, to suspend consideration of the Proposal.

**2.8 Note: Confidentiality and Texas Public Information Act.** All proposals become the property of the District upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the District cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondents who are including information it considers confidential in its Proposal are encouraged to consult their attorney regarding protection of this information in advance of submission of such information in its Proposal.

### **3. SELECTION CRITERIA**

**3.1** Riviera ISD reserves the right to award a contract to the Respondent offering the best value and reserves the right to accept or reject any or all Proposals, and waive any formalities. It is not the policy of the Riviera Independent School District to purchase on the basis of low proposals alone. In evaluating proposals submitted, the District will consider the criteria set out in Tex. Education Code, Section 44.031(b) including the following:

- a) Price and cost of ERate Eligible products and/or services;
- b) Price and cost of Non-ERate Eligible products and/or services;

- c) Vendor's K-12 and ERate Experience;
- d) Quality of vendor's goods or services;
- e) Goods or services meet Riviera ISD needs;
- f) Provider's past relationship with Riviera ISD;
- g) Quality/Clarity and Applicant's understanding of vendor's ERate Bid Proposal; and
- h) Vendor's certifications and knowledge of current/advanced technologies;
- i) Other factors as described in the scoring rubrics below.

#### **4. GENERAL CONDITIONS**

4.1. Riviera ISD is not responsible for any costs incurred by the Respondent for the preparation or distribution of the RFP.

4.2. Respondents or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the Respondent's own risk.

4.3. It is the policy of the Riviera ISD not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

4.4 This RFP is a "request for proposal" pursuant to Texas Education Code section 44.031(a)(3) and therefore will not be publicly read aloud.

4.5. By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the Riviera Independent School District, any District consultant, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; acceptance or rejection of any Proposal; and award of the Contract. The District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have either been so fulfilled by the Respondent.

4.6. The District reserves the right to obtain, from any and all sources, information concerning a Respondent which the District deems pertinent to this RFP and to consider such information in evaluating the Respondent's Proposal.

4.7. Do not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required.

4.8. Riviera ISD shall have no contractual obligation to any Contractor or Service Provider, nor will any Contractor or Service Provider have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Contractor or Service Provider have either been so fulfilled by the Contractor or Service Provider.

**5. REQUIRED CONTRACT PROVISIONS.** Any contract resulting from this RFP will, of necessity, include the following, or provisions which are substantially similar to address the issues raised by the specific circumstances of the Contract.

5.1 Insurance. The Contractor or Service Provider shall provide and maintain in effect during

the performance of the services under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated below:

Commercial General Liability:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00 each person

Automobile Liability \$1,000,000.00 combined single limit

W

Workmen's Compensation: All liability arising out of Service  
(Including Waiver of Subrogation) Provider's employment of workers and anyone for whom Service Provider shall be liable for Worker's Compensation claims.

Endorsement)

Employer's Liability \$1,000,000.00

5.1.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued and rated no less than A-VII in the most current edition of Best's Rating Manual at all times during the term of this Agreement. The Insurance provided pursuant to this Section shall be considered a part of the Contractor or Service Provider's basic services and shall not be a Reimbursable Expense within the scope of this Agreement.

5.1.2 The Commercial General Liability and Automobile policies issued in the name of Contractor or Service Provider shall also name the Owner as additional insured. Evidence of additional insured status will be provided to District by providing a copy of the endorsement being utilized to effect the addition and shall be subject to the District's reasonable approval.

5.1.3 It is the intent of the parties to this Agreement that the General Liability coverage provided herein shall be primary to and shall seek no contribution from all insurance available to District, with District's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

5.1.4 Contractor or Service Provider shall have its insurance carrier(s) furnish to District insurance certificates in form satisfactory to District at a minimum specifying the types and amounts of coverage in effect and listing all exclusions and limitations added by endorsement to the general liability insurance coverage the expiration dates of each policy, a statement that no insurance will be canceled or

materially changed while the Work is in progress without thirty (30) calendar days prior written notice to District, and a statement that, except for professional liability insurance, the District is named as additional insured. Contractor or Service Provider shall permit District to examine the insurance policies, or at District's option, Contractor or Service Provider shall furnish District with copies, certified by the carrier(s), of insurance policies required. If Contractor or Service Provider neglects or refuses to provide any insurance required herein, or if any insurance is canceled, District may, but shall not be obligated to, procure such insurance at Contractor or Service Provider's expense.

5.1.5 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Contractor or Service Provider shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Contractor or Service Provider knows of said change in advance, or ten (10) days' notice after the change, if the Contractor or Service Provider did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance.

5.1.6 If Contractor or Service Provider fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Contractor or Service Provider to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Contractor or Service Provider's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Contractor or Service Provider to stop work hereunder, and/or withhold any payment(s) which become due to Contractor or Service Provider hereunder until Contractor or Service Provider demonstrates compliance with the requirements hereof. A stop work order given to Contractor or Service Provider by District in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

5.1.7 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor or Service Provider may be held responsible for payments of damages to persons or property resulting from Contractor or Service Provider's or its subcontractors' performance of the work covered under this Agreement.

## 5.2 INDEMNIFICATION

**5.2.1 CONTRACTOR OR SERVICE PROVIDER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD RISD, ITS BOARD OF TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART FROM NEGLIGENT ACTIONS OR INACTIONS OF CONTRACTOR OR SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, AND SUPPLIERS, OR ARISING, IN WHOLE OR IN PART, OUT OF THE DEFECTIVE PRODUCT, NEGLIGENT OPERATIONS OR SERVICES OF CONTRACTOR OR SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, AND SUPPLIERS, UNDER THIS AGREEMENT.**

5.2.2 Contractor or Service Provider shall promptly advise the District, in writing, of any claim or demand against the District or Contractor/Service Provider known to Contractor or Service Provider related to or arising out of Contractor or Service Provider's activities under this Agreement.

5.2.3 The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5.3 Non-Appropriation Provision. Notwithstanding the foregoing, Contractor or Service Provider agrees that Riviera ISD has the continuing right to terminate this agreement without notice at the end of a Riviera ISD budget period in which funds for this agreement are not appropriated. In such event this contract may be terminated as soon as practicable after the event of non-appropriation or upon 90 days prior written notice whichever provides the longest notice.

5.4 Notice Before Entry on Campus During School Hours. During school hours, when entry is not made on an emergency basis, Contractor shall notify the District in advance and arrange an escort for its representative.

5.5 Decorum on District Property. Contractor or Service Provider acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor or Service Provider's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Contractor or Service Provider agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Contractor or Service Provider recognizes that the ongoing activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. The Contractor or Service Provider shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor or Service Provider shall be responsible for the actions of its employees and its contractors. The Contractor or Service Provider recognizes that the site is a public school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Contractor or Service Provider's forces consistent with the nature of the work being performed, including wearing shirts at all times.

5.6 Criminal History Record Information. If Contractor or Service Provider is awarded the Contract it will be required to obtain all required national Criminal History Record Information ("CHRI"), pursuant to Texas Education Code section 22.0834 and Texas Government Code 411.082(a), on all employees, subcontractors of every tier ("Subcontractor"), Subcontractor's employees, independent contractors, applicants, agents, or consultants, if (1) the person will have continuing duties related to the Project and (2) the duties are or will be performed on Riviera ISD property and the person(s) will or may have direct contact with students ("Covered Employee"). Contractor or Service Provider shall assume all expenses for obtaining CHRI. Any Covered Employee shall be disqualified and prohibited from performing any contract duties or services if that that Covered Employee has been convicted of one of the following offenses, if at the time of the offence the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"). The Contractor or Service Provider shall certify to Riviera ISD in writing that it has complied with this section and that none of its Covered Employees have a Disqualifying Criminal History on a form provided by Riviera ISD. Contractor or Service Provider agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses during the performance of this contract, Contractor or Service Provider will immediately remove the Covered Employee from Riviera ISD's property or other location where students are regularly present, and notify Riviera ISD of said removal within three (3) days of doing so. Contractor or Service Provider understands that any failure to comply with the requirements of this section may be grounds for termination of the contract. Instructions for complying with CHRI requirements are available from Riviera ISD.

5.7 Records. Riviera ISD or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all the Contractor or Service Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data),



correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Contractor or Service Provider shall preserve all such records for a period of 12 months, or for such longer period as may be required by State or Federal law, after final payment under this Agreement, including any extension thereof.

5.8 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

5.9 Governing Law and Venue. This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law and that venue in any dispute arising out of this Agreement shall be in the county where the Administrative offices of the School District are located.

5.10 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

5.11 Notices. Any notice hereunder may be given by U.S. certified or registered mail, return receipt requested, at the addresses shown in the signature blocks below. Such addresses may be changed from time to time by written notice of such change given in accordance with this section.

5.12 No Waiver of Immunity. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

5.13 No Third Party Beneficiary. This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

## RFP EXHIBIT A-SCOPE OF WORK

The district is seeking bids for one primary item in this RFP.

1. Symmetrical Internet access.(See 6.1 for details)

### **6.1 Internet Access**

The district is seeking bids for fiber based broadband Internet access. Bidders may bid on 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, and 500 Mbps. Service must be provided to the district network operations center located in the Margery Malin Library, 203 Seahawk Drive, Lat: 27.297811, Long: -97.809497.

Bids are requested for contracts of the following length;

1. One year contract with four optional renewals
2. Three year contract with two optional renewals
3. Five year contract

**RFP Scoring Rubrics**  
**Internet Access**

<b>% Weight</b>	<b>Criteria</b>
25%	Price and cost of ERate Eligible products and/or services
15%	Price and cost of Non-ERate Eligible products and/or services;
10%	Vendor's K-12 and ERate Experience;
10%	Reputation of the vendor
10%	Quality of the vendor's goods and services
10%	The extent to which the goods or services meet the District's needs.
5%	The vendor's past relationship with the District.
5%	The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
10%	The total long-term cost to the District to acquire the goods or services

**Notes:**

1: **E-rate eligible circuit cost** is the total cost of ownership that includes special construction and NRC in addition to MRC and includes any and all services that will be applied on a monthly recurring basis. E.g. for self-provisioned fiber, recurring circuit costs will include operate, maintain, and any other monthly service fees. E-rate special construction costs should be clearly indicated and separated from any other E-rate eligible NRC cost. All services offered must be eligible for E-rate Category 1 discounts.

2: **Timing of build:** all bidders are advised to commit to an initial roadmap for rollout of their solution per circuit, based on the E-rate and District timeline. The roadmap should include all steps towards deployment and "go live" of all circuits within this RFP. Any risks or contingencies on the timing should be clearly highlighted in the response.

3: **Requirements:** preference will be given to bidders who can provide the highest level of compliance to all requirements laid out in this document.

4: **Terms, conditions, and insurance:** preference will be given to bidders that provide the most favorable conditions and insurance for implementation and ongoing service. These elements include (but are not restricted to): length of contracts, ability to scale bandwidth within the contract period, flexibility in timing of up-front payments, etc.

5: **Service Reliability:** preference will be given to bidders that provide a favorable SLA for the district, and have a robust network architecture and documented history of service reliability.

6: **Turn-key solution:** the district has a clear preference for providers who can offer a "bundled" holistic, all-in-one solution and effort required by the district before, during, and after installation is minimal. Therefore preference will be given to bidders who either offer all services independently or via 3<sup>rd</sup> party

subcontractors as a complete package including fiber construction, terminating equipment, fiber installation and operations, and scheduled and unscheduled maintenance.

**Notice: Lowest Corresponding Price**

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for more information on the requirements relating to LCP.

**RFP EXHIBIT B**

**RESPONDENT QUESTIONNAIRE**

(Restate each question as written & provide response)

**SECTION 1. GENERAL INFORMATION**

1. **Company Information:** Provide the following information regarding your company.

Name/Name of Firm/Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
SPIN No.: \_\_\_\_\_

2. **Contact Information:** List the person who the District may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
  
Email: \_\_\_\_\_

3. Does your Firm/Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes  No

4. Is your Firm/Company authorized and/or licensed to do business in Texas?

Yes  No

5. Provide any other names under which your business has operated within the last 10 years.

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes  No

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Bankruptcy Information. Has the Company or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

8. Provide an organizational chart and biographies of not more than two (2) pages per person on the capabilities, experience, qualifications of the firm management and each team member(s) who would handle any of the requested services for the District. Biographies should include the team member's name, title, and education, brief overview of professional experience.

## SECTION 2. PRICE PROPOSAL(S)

1. **PRODUCTS PRICE PROPOSAL.** Please attach a copy of your proposed lump sum price or unit price proposal for the Products described in **Exhibit A** of this Request for Proposals.
2. **SERVICES PRICE PROPOSAL.** Please provide an overview of the services your firm proposes to provide the District which address the Scope of Work specified in **Exhibit A** of this RFP and a hourly, not-to-exceed cost proposal for providing the services. As a part of your Cost Proposal, indicate what expenses, if any, for which you generally seek reimbursement and the basis for such reimbursement.

## SECTION 3. SIMILAR WORK EXPERIENCE/PROVISION OF PRODUCTS AND REPUTATION

1. Provide information regarding three (3) **school district clients**, other than Riviera ISD, to whom you have provided similar products or services to the ones requested in this Request for Proposals under the E-Rate program. For each, provide names, addresses and telephone numbers of contact persons that may be of references that may be contacted regarding the quality of your service and your qualifications.
2. Please provide a description of how customer contact with the District would be handled and what customer service benefits your company offers.
3. Provide information regarding your company's record keeping policies with regard to E-rate Contracts and how you can assist that District with recordkeeping in connection with the goods and services you propose to provide.
4. Provide a description of how your company handles warranty and corrective work and one situation in which your company provided particularly good service to a client in connection with warranty and corrective work.
5. Provide a description of your firm's overall approach to providing services in connection with the E-Rate program for projects of similar size and scope and explain how this approach will benefit the District.
6. Identify any claims or suits, if any, brought against the company or any of its team members within the last five (5) years.
7. Has your company ever been denied reimbursement by E-rate as a result of an audit or other finding?
8. Please provide examples and explanations of current/advanced technologies used by your company.

**SECTION 4. REPRESENTATIONS REGARDING REQUIRED CONTRACT PROVISIONS.**

1. By responding to this RFP, the Respondent agrees to the standard contract provisions set out in Paragraph 5 of the RFP to the extent they apply to the provision of goods or services or both in connection with this RFP. Please delineate any comments or requested changes, in your response to this Questionnaire and include an explanation for the change with your response, otherwise you will be deemed to have accepted the Required Contract Provisions. The final contract is subject to review and approval of the Riviera ISD legal counsel.
2. By responding to this RFP, the Respondent represents that it is able to provide the insurance coverage set out in Paragraph 5.1 of this RFP, and will provide evidence of such coverage to the District at the time a contract for services is executed.

**RFP EXHIBIT C  
RIVIERA INDEPENDENT SCHOOL DISTRICT  
FELONY CONVICTION DISCLOSURE STATEMENT**

Section 44.034, Texas Education Code, 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 has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

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

This notice is not required of a publicly-held corporation.

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

---

Vendor’s Name

---

Signature of Authorized Company Official

---

Authorized Company Official’s Name (Please print)

- 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/have been convicted of a felony:

Name of Felon(s)\_\_\_\_\_

Details of

Conviction(s)\_\_\_\_\_

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**RFP EXHIBIT D**  
**RIVIERA INDEPENDENT SCHOOL DISTRICT**  
**Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying**

By submission of this bid, the undersigned certifies that:

1. Neither the bidder nor any of bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other bidder or potential bidder any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any bidder, and further states that no such money or other reward will be hereinafter paid.
  
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Riviera Independent School District Board of Trustees between bid submission date and award by the Riviera Independent School District Board of Trustees.
  
3. No officer or stockholder of the bidder is a member of the staff, or related to any employee of the Riviera Independent School District except as noted herein below:

\_\_\_\_\_

\_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**RFP EXHIBIT E  
RIVIERA INDEPENDENT SCHOOL DISTRICT  
ACKNOWLEDGEMENT OF ADDENDA**

I, \_\_\_\_\_, acknowledge receipt of the following Addendums to the Request for Proposals for \_\_\_\_\_ issued by Riviera Independent School District, on behalf of the Respondent listed below:

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Entitled: \_\_\_\_\_

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Entitled: \_\_\_\_\_

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Entitled: \_\_\_\_\_

Respondent's Business Name: \_\_\_\_\_

Respondent's Representative Signature \_\_\_\_\_

Respondent's Representative Title \_\_\_\_\_

**RFP EXHIBIT F.  
RIVIERA INDEPENDENT SCHOOL DISTRICT  
SIGNATURE PAGE AND DECLARATION OF COMPLIANCE**

Check (✓) the box that indicates business structure of Respondent

Individual/Sole Proprietorship  Partnership or Joint Venture  Corporation  Other Entity (State Type) \_\_\_\_\_

The undersigned certifies that (s)he is \_\_\_\_\_ (title) of the Respondent entity named below; that (s)he is authorized to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

\_\_\_\_\_  
11-digit Comptroller's Taxpayer Number

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Respondent Organization Name

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

\_\_\_\_\_  
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Proposal on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposal.

By signing and executing this proposal, I further certify on behalf of my organization and represent to the Riviera Independent School District that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Riviera Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondents so as to give the undersigned a preferential advantage with respect to this proposal; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Riviera Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to

confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Riviera Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.