REQUEST FOR PROPOSALS – RFP #18-16-861
FOR:
NETWORK INFRASTRUCTURE CABLING

Issued October 13, 2017

You are invited to submit a proposal to provide Audio-Visual Services for the Irving Independent School District (Irving ISD). Proposals submissions are due to the Purchasing Office no later than November 2, 2017, before 2:00PM (CST).

The Proposal response MUST be signed by an individual authorized to contractually bind the proposer submitting the response. Failure to sign the proposal will cause it to be rejected as nonresponsive.

By: Jerome Pilgrim, Director of Purchasing

You are representing to Irving ISD that you are authorized to submit this proposal by signing below.

Company Name ________________________________

Address _____________________________ City ________________________________

State ________________ Zip ________________________________

Signature of Authorized Representative __________________________ Date ____________

Printed Name ___________________________ Email __________________________

Phone __________________________ Fax __________________________

Sign and Return this Page
1.0 INSTRUCTIONS TO PROPOSERS

PROCUREMENT SCHEDULE:

<table>
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<tr>
<th></th>
<th>Date</th>
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<tbody>
<tr>
<td>Issuance of RFP (Public Notice)</td>
<td>October 13, 2017</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>N/A</td>
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<tr>
<td>Deadline for Questions</td>
<td>October 23, 2017 by 1:00PM</td>
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<tr>
<td>Deadline for Response to Questions/Addendum(s)</td>
<td>October 26, 2017 by 2:00PM</td>
</tr>
<tr>
<td>Proposal Due Dates</td>
<td>November 2, 2017 by 2:00PM</td>
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1.1 The District recommends you either hand deliver the RFP response to the Purchasing Office at the following address:

    Irving ISD Purchasing Department  
    2621 West Airport Freeway, Suite 1750  
    Irving, Texas 75062

or have it delivered by courier type service, such as Fed EX or UPS, with a recipient’s signature and documented time of delivery. Proposals submitted via the U. S. Postal Service are to be mailed to:

    Irving ISD Purchasing Department  
    P.O. Box 152637  
    Irving, Texas 75015-2637

1.2 Proposals received at the Irving ISD Purchasing Department after due date and time specified for submission will not be considered and will be filed unopened. The Irving ISD shall not be held liable for late proposals.

1.3 Proposal delivered to district locations other than the Purchasing Department is not considered as a responsive submittal. The time and date stamp clock in the Irving ISD’s Purchasing Department shall be the official date and time of receipt. It shall be Proposer’s sole responsibility to ensure that their response is received at the appropriate location by the specified deadline. There shall be no exceptions to these requirements.

1.4 Oral, e-mail, or telegraphic proposals transmitted via the facsimile machine are not acceptable and considered nonresponsive. Do not fax or e-mail your proposal.

1.5 Submit one original, three (3) copies of your proposal. Include in proposal package.

1.6 Mark your sealed envelope in the lower left-hand corner with RFP number and title, company name, due date and time, as noted above. Should the district close for unforeseen reasons on the date the solicitation is due, the date and time for submittal will change to 10:00 A.M. on the first date the district is open to conduct business.

1.7 Process Overview: The following instructions are intended to afford proposers equal opportunity to participate in the proposal process. This RFP is governed by Texas Education Code (TEC), other applicable Texas state statutes, and Irving ISD Board policy.

1.8 The proposer is strongly encouraged to read the entire RFP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of proposal. By submitting a proposal, the proposer agrees to provide the equipment and services in full accordance with the specifications and other requirements of this RFP.

1.9 Restricted Contact Period shall mean a prohibition on any communication during the solicitation,
evaluation and award process regarding this RFP, between: a. Any person who seeks an award from the district including a potential proposer or proposer's representative; and b. Any Board member, the Superintendent, senior staff member, principal, department head, director, manager or other district employee who has influence in the evaluation or selection process. During the Restricted Contact Period, campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties, including candidates who have filed for election to the Board.

1.10 Questions and requests for additional information must be emailed or submitted in writing by October 23, 2017, 1:00PM to jpilgrim@irvingisd.net. All questions submitted in writing prior to the deadline will be answered in the form of addenda, to be published and posted on the district’s Purchasing website located at http://www.irvingisd.net/Page/2238, by 1:00 P.M. October 26, 2017. It is the proposer’s responsibility to check this website for addenda postings prior to submitting proposals. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the proposal.

1.11 Irving ISD reserves the right to accept or reject all or any part of a proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the district.

1.12 Proposals must remain valid for acceptance for a period of sixty (60) calendar days subsequent to the due date, unless otherwise indicated, to allow time for the offer(s) to be evaluated and for Irving ISD action.

1.13 The district reserves the right to award a contract on the basis of initial proposals received, therefore, each proposal shall contain the proposer’s best terms and conditions from a technical and cost standpoint. The district reserves the right to request clarifications or conduct negotiations with one or more proposers. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

1.14 Negotiations: The district may elect to negotiate with one or more proposers by requesting revised proposals, negotiating costs, or finalizing contract terms and conditions. The district reserves the right to conduct multiple negotiation rounds or no negotiations at all.

1.15 If the district is unable to successfully negotiate a contract with the top ranked Proposer, the district reserves the right to enter into contract negotiations with the next highest ranked proposer.

1.16 Conflict of Interest: No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Irving ISD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from proposers or subcontractors. Irving ISD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection and administration of contracts. District policy regarding conflicts of interest is located at: http://pol.tasb.org/Policy/Search/367?filter=conflict%20of%20interest.

1.17 Texas Public Information Act (TPIA): Proposer acknowledges that Irving ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Irving ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, “public information” is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. by Irving ISD; [or]
2. for Irving ISD and Irving ISD
   a. owns the information; [or]
   b. has a right of access to the information; or
   c. spends or contributes public money for the purpose of writing, producing, collecting,
assembling, or maintaining the information; or
3. by an individual officer or employee of Irving ISD in the officer’s or employee’s official capacity and the information pertains to official business of the Irving ISD.

Proposer is expected to fully cooperate with Irving ISD in responding to public information requests. This includes, but is not limited to, providing Irving ISD with requested documentation. In the event that the request involves documentation that the proposer has clearly marked as confidential and/or proprietary, Irving ISD will provide the proposer with the required notices under the TPIA. Proposer acknowledges that it has the responsibility to brief the Attorney General’s Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

1.18 Confidential Information: Proposals asserted to be copyright protected in their entirety may, in the district’s sole discretion, be rejected as nonresponsive. Proposers who submit copyrighted materials in their proposal must complete the Confidential Information Declaration & Copyright Authorization Form (See Required Forms). By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, the proposer grants the district authorization to reproduce and provide copies of such information and agree to waive any and all claims against the district regarding the release of such information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the proposal.

1.19 Withdrawal of Proposal: Irving ISD will consider a written request from any proposer to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission. The request to withdraw must be made in writing by a representative of the proposing entity who is authorized to enter into contracts on behalf of the proposer. No proposal may be withdrawn after the date and time for submission.
1.20 Deviations and Exceptions: If any exceptions are taken to any portion of this RFP, the proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form (See Required Forms), or as a separate attachment to the RFP. Failure to identify exceptions or proposed changes will constitute acceptance by the proposer of the RFP as proposed by the district. Irving ISD reserves the right to reject a RFP containing exceptions, additions, qualifications or conditions.

1.21 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP document, the signed proposal submitted by the Proposer, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the District and the Proposer, all of which shall be referred to collectively as the contract Documents, and will be a binding part of the final contract entered into by the selected Proposer and the District.

1.22 If Proposer proposes a separate contract document, then proposer must include its proposed contract in its response to this RFP. Proposer shall also be prepared to submit the contract in Microsoft Word format per request by the district. Irving ISD reserves the right to review, edit, and revise the proposer’s contract document as necessary or require use of the district’s master service agreement.

1.23 Tax Exemption Status: Irving ISD is exempt from and will not be responsible for payment of any taxes federal excise taxes, state and local sales taxes and use taxes. In the event that taxes are imposed on the goods and/or services purchased, the district will not be responsible for payment of the taxes. The proposer shall absorb the taxes entirely. The district will supply tax exemption information upon request. Irving ISD will not pay any taxes, fees, surcharges, or late payment charges incurred as result of billing errors by proposer regardless of any corporate policy, billing statement, tariff, or proposer contractual clause to the contrary.

1.24 Debarment: By submitting a proposal, proposer swears as follows: Pursuant to Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the proposer and/or its principles are not debarred, suspended, or ineligible for this award nor would preclude the proposer and/or its principles receiving a federally funded contract. If Proposer or its principles cannot complete the Debarment Form, then proposer must provide a full written explanation.

1.25 In accordance with District CH (LOCAL) Policy, women and minority owned businesses, and historically underutilized businesses (HUB), shall have equal access as compared to other proposers, to competitive bidding, Request for Proposals, and requests for proposals as defined by the Texas Education Code 44.031. The term women or minority owned business shall mean a business in which at least 51 percent of the ownership and management is by minority group members or women owned, or in the case of a publicly owned business, at least 51 percent of the stock is owned and managed by minority group members or women, or as otherwise defined by federal law. Minority groups shall include African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans, or as otherwise defined by federal law. The district shall accept HUB certification from the comptroller of public accounts or D/M/WBE from any established certification organization or the district’s women or minority owned business affidavit procedure. The Superintendent shall reasonably require that an appropriate plan be developed that ensures the above-described businesses and business enterprises are provided fair and equal opportunity to secure district contracts for goods and services in accordance with this policy as written.

1.26 Proposals will be evaluated by the following factors and criteria. Please ensure that you provide a response to each criterion and if the answer is not subsequent to the question, please note where in your proposal the criterion is addressed.
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<tr>
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<th>EVALUATION CRITERIA</th>
<th>POINTS</th>
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<tr>
<td>1</td>
<td>The purchase price</td>
<td>55</td>
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<tr>
<td>2</td>
<td>The reputation of the vendor and of the vendor's goods or services</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>The quality of the vendor’s goods or services</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>The extent to which the goods or services meet the district's needs</td>
<td>30</td>
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<tr>
<td>5</td>
<td>The vendor's past relationship with the district</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses</td>
<td>0</td>
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<tr>
<td>7</td>
<td>The total long-term cost to the district to acquire the vendor's goods or services</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>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:</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>A. has its principal place of business in this state</td>
<td></td>
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<td></td>
<td>B. employs at least 500 persons in this state</td>
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<td>9</td>
<td>Any other relevant factor specifically listed in the Request for Proposal or Proposals.</td>
<td>n/a</td>
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Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!

PROPOSAL FORMAT AND CONTENT
2.0 GENERAL TERMS AND CONDITIONS

2.1 DISTRICT TERMS AND CONDITIONS: In submitting a RFP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the proposer and the District. By submitting a RFP, each Proposer agrees to waive any claim it has or may have against the District arising out of or in connection with the administration, evaluation, or recommendation of any RFP; waiver of any requirements under the RFP Documents; acceptance or rejection of any RFPs; and award of Contracts, if any. The District may elect to issue subsequent proposals and approve additional firms for the same or similar items/services during the agreement period if it is determined to be in the best interest of the District.

2.2 COMPLIANCE WITH LAWS: Proposer and Irving ISD shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations. All federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulation, including, EDGAR Certifications, are hereby integrated into this Contract.

2.3 INDEPENDENT CONTRACTOR: Proposer recognizes that it is engaged as an independent proposer and acknowledges that the District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Offeror, in accordance with its status as an independent proposer, covenants and agrees that it shall conduct itself consistent with such status, that it will not hold itself out as an officer, partner, employee or agent of the District by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Proposer hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

2.4 BUSINESS ETHICS: During the course of the project awarded by this RFP, the Proposer will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of Irving ISD, its authorized agents and representatives, or to family members of any of them. At any time the Proposer believes there may have been a violation of this obligation, the Proposer shall notify Irving ISD of the possible violation. Irving ISD is entitled to request a representation letter from the Proposer, its subcontractors or proposers at any time to disclose all things of value passing from the Proposer, its subcontractors or proposers to Irving ISD’s personnel or its authorized agents and representatives.

2.5 PURCHASE ORDER REQUIREMENT: Prior to delivery or goods or performance of services, all purchases require the issuance of an official Irving ISD purchase order from the District’s Purchasing Department. All goods provided without a purchase order may be returned at Proposer’s expense. All services provided without a purchase order may be considered a contribution to the District.

2.6 CHANGE ORDERS: Any changes to a purchase order shall be communicated to the awarded proposer by the issuance of a formal change purchase order. Only an Irving ISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to the awarded proposer. If proposer acts on the direction of a district employee that is not authorized to make changes, proposer does so at his or her own risk or peril and risks termination of the contract for cause. Also, if a proposer attempts, or receives, a modification/amendment from a district employee that is not authorized to make changes, the proposer does this at his or her own risk or peril and risks termination of the contract for cause.
2.7 **LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE:** Termination of the contract under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this contract at the end of each fiscal year or end of the special revenue fund or grant during the term of the contract with regards to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without district incurring any liability to proposer as result of such termination, including early termination charges. If district terminates this contract pursuant to this paragraph, proposer will have the right to collect and retain payment for services rendered to district through termination date but shall not be entitled to any early termination charges.

2.8 **GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS:** Any contract resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. Any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Dallas County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

2.9 **AUTHORIZATION / LICENSES / PERMITS:** The proposer must have current licenses, permits, fees and similar authorizations required by the City of Irving, Dallas County, and the State of Texas to conduct business and provide the awarded services to the district and, upon the request of the district, must provide copies of such licenses, permits and fees as being paid and current. Proposer will maintain all such licenses, permits, fees and similar authorizations current for the duration of the contract term.

2.10 **CRIMINAL BACKGROUND CHECKS:** Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, proposer hereby certifies that all employees, subcontractors and volunteers of the Proposer who are hired by proposer on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

2.10.1 Proposer shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

2.10.2 Proposer must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

2.10.3 Proposer must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Proposer has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

2.10.4 Section 44.034 of the Texas Education Code requires that 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.
2.10.5 The district may terminate this contract if the district determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The district will compensate the person or business entity for services performed before the termination of the contract.

2.11 STUDENT CONFIDENTIALITY: Proposer acknowledges that the district has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Any student information provided to Proposer shall be provided in compliance with the requirements and exceptions outlined in FERPA. Proposer must comply with said law and regulations and safeguard student information. Proposer may not disclose student information to a third party without prior written consent from the parent or eligible student. Proposer must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

2.12 RIGHT TO AUDIT: Proposer shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Proposer shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least seven (7) fiscal years from the completion of this Agreement. Proposer will permit District to audit all books, accounts or record relating to this Agreement or all books, accounts or record of any business entities controlled by Proposer that participated in this Agreement in any way. Any audit may be conducted on proposer’s premises or, at district’s option; another location. Proposer shall provide all books and records within fifteen (15) days upon receipt of written notice from district.

2.13 ASSIGNMENT: The successful proposer may not assign its rights and duties under an award without the written consent of the district. Such consent shall not relieve the assignor of liability in the event of default by its assignee. Any attempted assignment or delegation by the proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.14 TERMINATION FOR DEFAULT: Irving ISD shall have the right to terminate for default all or part of a resulting contract if the proposer breaches any of the terms hereof or if the proposer becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Irving ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

2.15 TERMINATION FOR CONVENIENCE: Irving ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds to deliver the services or for default in the rendering thereof. Upon termination pursuant to this Section, Proposer will be entitled to payment of an amount that will compensate Proposer for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract. Notwithstanding any provision in this Contract to the contrary, District will not be required to pay or reimburse Proposer for any services performed or for expenses incurred by Proposer after the date of the termination notice that could have been avoided or mitigated by Proposer.

2.16 DEFAULT AND REMEDIES: Should any termination of this RFP award be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.
The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this contract shall commit the District to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator’s fee and any associated filing fee equally. Mediation shall be held in Dallas County, Texas. Contracts reached in mediation shall be reduced to writing, and will be subject to the approval by the District’s Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

**DISPUTE RESOLUTION:** At the option of the District, the Proposer and the District agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Contract, each party shall submit any and all disputes to the alternative dispute resolution process of non-binding mediation. The Proposer and the District further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement contract. The mediation shall take place in Dallas County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be agreed upon mediator. Irving ISD will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

**INDEMNIFICATION AND HOLD HARMLESS:** Proposer acknowledges and agrees that Irving ISD is a Texas Political Subdivision and a local government entity and therefore, is prohibited by the Texas Constitution from indemnifying it or any third parties for any damages arising under this Contract.

To the fullest extent authorized by law, Proposer, including its assigns, subcontractors, officers, directors, employees, agents or representatives (Collectively, “Proposer”) shall forever waive, release, indemnify and hold harmless the District, its Board of Trustees, assigns, officers, directors, employees, agents, and representatives from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent, trademark or copyright infringement, or other intellectual property infringement, failure to pay employee taxes or withholdings, failure to obtain worker’s compensation insurance, or otherwise), whether known or unknown, including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of, attempted performance of, or failure to perform, its obligations pursuant to this Contract by Proposer, (2) Proposer’s involvement in the specified services under this Contract, (3) Any terms or conditions or provisions or underlying provisions of this Contract, including but limited to, any premises or special defect known or unknown to the District, and any injury to individuals present during Proposer’s involvement under the terms and conditions of the services and Contract, including willful acts such as assault, copyright, licensing and patent infringement relating to any software and/or equipment provided by Proposer; and wrongful imprisonment or other intentional torts.

2.16.1 Proposer further agrees to defend (at the election of the District) at its sole cost and expense against any claim, demand, action or suit for which indemnification is provided herein. Approval and acceptance of Proposer’s services by the District shall not constitute nor be deemed a release of the responsibility and liability of Proposer for the accuracy and competency of their
services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the District for any defect, error or omission in the services performed by Proposer in this regard. Proposer shall defend, hold harmless and indemnify the District for damages resulting from such defects, errors or omissions. The District shall also not be liable for the accuracy or any unauthorized or unintended changes to the originally transmitted information.

2.17 **INVOICING:** Proposer’s invoices **must** contain the appropriate Irving ISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Proposer for correction. Corrected invoices will be subject to the same payment provisions as original invoices. A delay of payment may result if Proposer presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Proposer. **Invoices are to be mailed for payment of delivery to:**

**Irving ISD/Accounts Payable, PO Box 152637, Irving, TX 75015-2637**

2.18 **PAYMENT TERMS AND CONDITIONS:** Irving ISD pays net 30 and complies with the **STATE OF TEXAS PROMPT PAYMENT ACT**, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

a. Invoice is received at the address indicated on the purchase order
b. District Purchase Order Number
c. Pricing on the invoice matches the price on the purchase order
d. Include a description of the goods or services provided
e. Quantities on the invoice do not exceed those specified on the Purchase Order

Proposer agrees to pay any subcontractors the appropriate share of the payment received from Irving ISD not later than the tenth (10th) day after the date Proposer receives the payment from Irving ISD. The exceptions to payments made by Irving ISD listed in Tex. Gov’t Code Section 2251.002 shall apply to this Contract.

2.19 **FORCE MAJEURE:** Neither Proposer nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section
shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

2.20 **WARRANTIES:** PROPOSER EXPRESSLY WARRANTS THAT ALL THE EQUIPMENT AND SERVICES COVERED BY THE CONTRACT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE RESULTING CONTRACT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT’S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE CONTRACT, DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS MUST BE APPROVED IN WRITING BY THE DISTRICT.

END OF SECTION
SCOPE, SPECIFICATIONS AND REQUIREMENTS

Definitions

Irving Independent School District means District, IISD, School District, Irving ISD, Owner, or any other reference which indicates the customer. Vendor means Contractor, Proposer, Installer, or any other reference which indicates reference to the awarded company.

General Information

The Irving Independent School District (IISD) requests unit pricing to supply and install networking materials and associated labor outlined the attached pricing sheets. All specifications contained herein, shall apply unless otherwise agreed in writing.

The successful vendor will be responsible for supplying, installing, configuring, labeling, and testing all wiring in accordance with the specifications in this bid and all state codes, local municipal codes, and requirements of all authorities having jurisdiction. Bids for all networking material and products should be based on Leviton products or equivalent unless otherwise indicated. The successful vendor, at a minimum, will provide cabling for cable changes, additions and modifications to 45 existing campuses and support facilities, as needed. Work requested by the IISD Network Department must be completed within 10 working days unless otherwise arranged by mutual agreement between the awarded vendor and the IISD Network Department. In addition, the District may negotiate with the awarded vendors to install network infrastructure listed herein, for new/renovated school facilities during the term of this contract.

This is not an exclusive award and the district has the right to procure similar services from any vendor at any time.

Cabling Standards and Specifications

This document is intended to insure both reliability and robustness of IISD’s wired and wireless infrastructures by standardizing on District approved cabling specifications consistent with manufactures requirements and the following applicable industry standards organizations:

c. ANSI/TIN/EIA-568-B.3 -- Optical Fiber Cabling Components Standard
d. ANSI/TIN/EIA-569-A -- Commercial Building Standard for Telecommunications Pathways and Spaces
e. ANSI/TIN/EIA-526-7 -- Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
f. ANSI/TIN/EIA-526-14A -- Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant

Campus Wiring Design:

For the purpose of this document, the term “Data drop” is synonymous for both Voice and Data (Network) cabling. The District has installed Voice over IP (VoIP) for all schools and administrative sites. Voice is a part of the Data network and requires an Ethernet Data drop. Where VoIP is implemented, the telephone is connected to the data network and has an auxiliary outlet for the desktop computer.
The term for the rooms that house all horizontal cabling, cross-connects, and network equipment is the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF). For purposes of this document either "MDF" or "IDF" will be used as applicable. IDF’s will be sequentially identified IDFA, IDFB, IDFC, etc.

For existing locations where additional cabling and data drops are being added the cabling type shall match the existing cable system type found within the MDF/IDF closet based on a minimum of category 5e. Design and installation should not mix 5e and 6 systems within the same closet. If a new IDF is added, then it should use Category 6 cable systems.

All data wiring shall be terminated on existing Patch Panels. If space is not available on existing Patch Panels, Vendor is to supply sufficient Patch Panels (per District specification contained herein) as required to complete the installation.

a. A new Main Distribution Frame (MDF) will consist of the following equipment:

1) (2) or more Open Frame Racks with vertical and horizontal wire management. When open floor mounted racks are used, install ladder rack cable tray from the rack to the wall for stability and cable support.
2) Ladder racks shall be a minimum of 12" wide.
3) 24 or 48 port patch panels for termination of the horizontal cables served from this room.
4) Category 6 patch cords of a quantity to complete installed patch panels.
5) Rack mounted fiber optic patch panel for termination of the fiber optic backbone.
6) Fiber Optic jumpers of a quantity to complete installation of terminated fiber optic cables.
7) Rack mounted Power Strips.
8) Double-sided Velcro will be used for bundling cables. Plastic cable ties are not permitted anywhere in the MDF/IDF.

b. A new Intermediate Distribution Frame (IDF):

1) One (1) or more Open Frame Rack(s) with horizontal and vertical cable management. When open floor mounted racks are used, install ladder rack cable tray from the rack to the wall for stability and cable support.
2) Ladder racks shall be a minimum of 12" wide.
3) 24 and/or 48 port patch panels for termination of the horizontal cabling for that area.
4) Category 6 patch cords of a quantity to complete installed patch panels.
5) Rack mounted fiber optic patch panel for termination of the fiber optic backbone.
6) Fiber Optic jumpers of a quantity to complete installation of terminated fiber optic cables.
7) Rack mounted Power Strips.
8) Double-sided Velcro will be used for bundling cables. Plastic cable ties are not permitted anywhere in the MDF/IDF.

c. Typical Administrative Workstation Cabling:

The typical administrative workstation cabling location will consist of a total of two (2) terminated Category 5e/6 RJ-45 Dataports. (See Note 2) These Dataports will be plainly marked "DATA". The location of these Dataports will be provided. Dataports will be installed as per EIN/TIA 568B. (See Note 1.)
d. Typical High School Classroom Workstation Cabling:

The classroom teacher workstation cabling will consist of a total of two (2) terminated Category 5e/6 RJ-45 Dataports. (See Note 2) These Dataports will be plainly marked "DATA". The location of the teacher Dataports will be provided. Dataports will be installed as per EIA/TIA 568B. (See Note 1.)

The classroom student workstation cabling will consist of a total of three (3) terminated Category 5e/6 RJ-45 Dataports. (See Note 2) These Dataports will be plainly marked "DATA". The location of the student Dataports will be provided. Dataports will be wired per EIA/TIA 568B. (See Note 1.)

e. Typical Middle School Classroom Workstation Cabling:

The classroom teacher workstation cabling will consist of a total of two (2) terminated Category 5e/6 RJ-45 Dataports. (See Note 2) These Dataports will be plainly marked "DATA". The location of the teacher Dataports will be provided. Dataports will be installed as per EIA/TIA 568B. (See Note 1.)

The classroom student workstation cabling will consist of a total of four (4) terminated Category 5e/6 RJ-45 Dataports. (See Note 2) These Dataports will be plainly marked "DATA". The location of the student Dataports will be provided. Dataports will be wired per EIA/TIA 568B. (See Note 1.)

f. Typical Elementary School Classroom Workstation Cabling:

The classroom teacher workstation cabling will consist of a total of two (2) terminated Category 5e/6 RJ-45 Dataports. (See Note 2) These Dataports will be plainly marked "DATA". The location of the teacher Dataports will be provided. Dataports will be installed as per EIA/TIA 568B. (See Note 1.)

The classroom student workstation cabling will consist of a total of six (6) terminated Category 5e/6 RJ-45 Dataports. (See Note 2) These Dataports will be plainly marked "DATA". The location of the student Dataports will be provided. Dataports will be wired per EIA/TIA 568B. (See Note 1.)

g. Classroom Ceiling Cabling:

Two (2) Category 5e/6 RJ-45 computer Dataports. These Dataports will be plainly labeled as follows, one labeled "P.ROJ" the second labeled "WAP". The location of the ceiling Dataports shall be in the center of the classroom. Vendor will provide a service loop of not less than a fifteen (15) for each Dataport. Dataports will be installed as per EIA/TIA 568B. (See Note 1.)

h. Wireless Access Point Cabling

All Wireless Access Points (WAP) shall be connected to the IISD network. Identification of these locations and the number of access points will need to be established as part of an initial site survey by the IISD Network Department. Any variations in location and WAP quantities shall be dealt with appropriately and updated on design drawings by IISD staff.
For each access point, following the final design, install (1) one Category 6 cable from the MDF and/or IDF closet to each WAP. One data drop will be required for each WAP location in the center of the room above the ceiling. The data drop shall be terminated with an RJ45 connector with a service loop of no less than fifteen (15) feet. Category 6 patch cords shall be provided by the contractor. All cables shall be labeled at each end. Label existing patch panel to identify location.

When installation of the WAP is required within a potentially damaging space such as a gymnasium, the WAP unit should be enclosed in a wire cage to be provided by the contractor.

1. Backbone Cable

For existing schools where new IDF’s are added, install a new backbone from the MDF to each IDF consisting of a twelve (12) strand fiber, 62.5 micron multimode optical fiber cable. Terminate a minimum of six (6) strands with LC connectors on both ends.

Vertical/horizontal backbone cabling for new schools will consists of a twelve (12) strand fiber, 50/125 micron, multimode optical fiber cable installed from each IDF to the MDF. Terminate and label a minimum of six (6) strands with LC connectors on both ends.

g. Pathways and Raceways

1) Pathways and Raceways are the support system for the infrastructure. All Pathways and Raceways shall conform to the ANSI/TIA/EIA 569 Commercial Building Standard for Pathways and Spaces. All horizontal and backbone cable shall be properly supplied every 48” to 60”. Infrastructure Support Systems include, but may not be limited to the following:

Properly supported Cable Trays
Properly Supported Conduits, inside, outside, both above ground or underground. Independent Cable Hangers spaced no more than 60” apart

All newly installed conductor shall be run above ceiling, below floor, and/or within wall cavities. When this type installation is not possible, surface applied conduit or raceway systems may be considered. Surface applied conduit or raceways shall be approved in writing by the District's Technology Department and Facilities Department for proper materials selection and installation.

2) In existing schools, the preferred method of support outside of the MDF and IDF is independently supported cable hangers. These hangers are to be suitable for installation of Category 5e or 6 cables and supported bend radius applications.

In new spaces (new construction and additions) the preferred method is a combination of Cable Tray and I-hangers. Cable trays shall be used for main horizontal cable pathways to and from MDF’s and IDF’s. Cable Trays shall be installed in the main hallways. Use independently supported I-hangers where cables exit the cable tray system to the termination points.

a) Cable bundles supported by I-hangers shall be attached to the existing building structure and framework.

b) The vendor will adhere to the manufacturer's requirements for bending radius and pulling tension of all data cables.
c) All backbone cable shall also follow these cable tray pathways.

d) Category 6 and auxiliary system cables shall be combed and independently bundled. Bundle ties shall be easily removed for the addition or removal of cables and shall be plenum rated.

e) Double-sided Velcro will be used for bundling cables. **Plastic cable ties are not permitted anywhere in the pathway installation.**

f) Cables will not be attached to lift out ceiling grid supports or laid directly on the ceiling grid.

g) Cables will not be attached or supported by fire sprinkler heads or delivery systems.

h) Violations of these standards will result in the vendor being required to remove the cable at fault, correct the pathway, and re-install the cabling at no cost to IISD.

h) The primary cable routes will be located above corridors ceilings for future maintenance and access.

h. Fire Stopping

1) Fire stopping equipment and practices will comply with applicable national and local codes.

2) New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be fire stopped where they penetrate new or existing building construction.

3) Fire stopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete fire stop.

4) Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.

5) Sealing of openings for cable pass through will be the responsibility of the Vendor.

6) Sealing material and application on this material will be accomplished in such a manner which is acceptable to the local fire and building authorities having jurisdiction over this work.

7) Creation of such openings are the responsibility of the Vendor.

8) Sealing of any opening created by or for the Vendor and left unused will be the sealed by the Vendor.

**Note 1:** Data wiring in existing schools may be T568A or T568B. Please maintain the established wiring scheme thru-out each complex. All new construction installations (new or renovated buildings) will use T568B as standard for the School District.

**Note 2:** The quantity of dataports may be changed as necessary based on the instructional or administrative needs for the dataport location. **ALL** quantity changes must be agreed upon by the IISD Network department prior to the installation. Failure to comply will result in the Vendor absorbing the cost of both material and labor for the installation.
The contract instrument will be a purchase order issued to the successful Vendor. This Request for Proposal (RFP), negotiated modifications, document describing scope of work (if separate document), and the Vendor's response shall be incorporated by reference as if copied verbatim as an Addendum to the Purchase Order. Another contract instrument may be required, but that will be determined before the award.

**Bid Binding Period:** Unit prices quoted in the Vendor's response for all labor and materials will remain in effect for a period of at least two (2) years from the issuance date of award by the District and is binding on the vendor if awarded. The District reserves the right to extend the contract for three (3) additional years with the concurrence of the vendor providing that not more than a 10% increase overall for each subsequent year beginning with year 3 of the award. The District reserves the right to cancel an award to a proposing vendor at for any cause or no cause.

**Unit Pricing:** The District reserves the right to purchase parts and services based on the unit pricing of this bid during the binding period. The vendor shall complete Attachment 1 and provide a unit price for each of the items listed and any other forms incorporated in this request. Note all special remarks and/or exceptions on the Attachment. The District will select one vendor to provide all the items listed as a primary vendor and may award a secondary vendor if the primary vendor cannot meet the district's needs at the time of the service request.

All responses must include references of three similar entities, preferably, Dallas/Fort Worth area school districts of comparable size and complexity. The references must include contact name, telephone number, and a description of the project or scope of work. Please provide email if possible.

**Warranty**

All wiring (Cat 5e or Cat 6 wire material only) should include twenty years manufacturer's parts warranty to commence upon Irving ISD's acceptance following vendor installation and acceptance testing. All other parts shall be covered by the manufacturer's warranty and said warranties shall be delivered to the district before acceptance of the installation. Warranty for labor and workmanship must be stated in the response sheet for evaluation.
Insurance

The contractor shall:

a. Before commencing work and within 10 working days of notification of award, the Contractor shall be required, at the Contractor's own expense, to furnish the School District with certified copies of proof of insurance, showing the coverage requirements as stated below, to be in force throughout the term of the contract.

b. Commercial General Liability Insurance at the minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, ($1,000,000 products/completed operations must be maintained for at least two (2) years after the installation is completed). Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. A per-project aggregate endorsement must be included.

c. Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of $500,000 per occurrence each accident/$500,000 by disease per occurrence/$500,000 by disease aggregate.

d. Commercial Automobile Liability Insurance at minimum combined single limits of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired vehicle coverage.

e. The required limits may be satisfied by a combination of primary, excess, or umbrella liability insurance, provided the primary policy complies with above requirements and the excess umbrella is following form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the Irving Independent School District.

f. With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:
   • The Irving Independent School District (IISD) shall be named as an additional insured with respect to general liability.
   • A waiver of subrogation in favor of the IISD shall be contained in the Workers' Compensation, and General Liability coverage.
   • All insurance policies shall be endorsed to require the insurer to immediately notify the IISD of any material change in the insurance coverage.
   • All insurance policies shall be endorsed to the effect that the IISD will receive at least sixty (60) days' notice prior to cancellation, non-renewal, or termination, of the insurance.
   • All copies of Certificate of insurance shall reference the Project/Contract number for which the insurance is being supplied.

Cost

Cost is to include all materials, labor, permits, insurance, document preparation costs, and any other charges or fees that may be required for project completion. Itemized costs for the total project shall be listed on Attachment 1 as part of this proposal response.
Other

Pricing is maximum for item listed and may be negotiated to a lower amount based on circumstances such as quantities, etc. during life of award.
This RFP document and the response provided by the vendor shall be incorporated into the award agreement and made part of all purchase orders as if copied verbatim unless an alteration is agreed otherwise in writing by the parties.

Installation

The following installation procedures shall be adhered to:

a. Use of the site at existing schools shall be coordinated by the Technology Department to ensure appropriate access based on IISD campus activities. For new or renovated schools, the Facilities Department Director or his designee will coordinate all access and installation instruction.

b. Access to IISD facilities at any time shall require coordination with the District's Security Department to ensure the safety of students and staff members. All contractor’s employees are required to comply with Chapter 22 of the Texas Education Code stipulating clearance of criminal background checks. See attached forms.

c. The contractor must complete their work without interference of school instruction when the facility is in normal use. The contractor may, at no time, obstruct an ingress/egress path used for emergency access. During school passing periods, all vendor personnel shall cease work, step down from ladders and wait for the corridors to clear before resuming work procedures. Cable shall not be strung down the corridors or through classrooms during normal school hours.

d. Should the vendor have any concerns about known hazardous materials at any District facility, information regarding the materials is available at the main office or via the District's Facilities Services Department (972) 600-5100. Do not proceed with any work where hazardous materials are present. Coordinate with the District's Facilities Department and the Technology Department for instructions of how and when to work within these areas.

e. All installation personnel shall wear Photo ID badges at all times when on School Premises. This Photo ID Badge shall be issued by the IISD to conform with IISD security guidelines.

f. All installation personnel shall sign in and out at the campus main office on a daily basis. No loitering in unauthorized areas will be permitted. No exterior doors shall be held or blocked open at any time.

g. Any use of noise making equipment such as electric hammers, power actuated anchor guns, or core drills shall be coordinated after normal school hours or on days when students and school administration personnel will not be disturbed.

h. The installation personnel shall maintain a clean workspace and remove all construction debris from their worksite on a continual basis, throughout the workday. All ceiling tiles are required to be replaced and in good condition upon completion of the task. Any furniture moved or equipment disconnected shall be placed back to its original location and in working order before leaving the campus each day.

1. The District requests the majority of the work to be done outside of school hours. This after hour's use of the facilities shall be coordinated with the school's Technology Department. Any work during School
Holidays will have to be coordinated for access to the site. For after-hours installations coordinate with the District's Technology Department.

**Horizontal Work Station Cable**

The following horizontal workstation cabling procedures shall be adhered to:

a. Vendor shall observe the following cable jacket color specification:
   
   i. Blue for Work Station Dataports
   ii. Orange for Wireless AP locations
   iii. Yellow for security IP cameras

b. All Category 5e/6 cables run to the nearest MDF/IDF and terminate on rack mounted modular patch panels.

c. All data wiring shall be installed, terminated, and tested for Category 5e/6 compliance.

d. All wires and cables will be installed in a neat and orderly fashion in accordance with EIA/TIA 568B Standards. All racks and equipment installed by the vendor will be properly grounded as per standard.

e. Service loops shall be fifteen (15) feet of cable installed above the conduit stub-up in a J-hanger located above the work area dataport and configured in an industry standard arrangement.

f. Service loops shall be fifteen (15) feet of cable installed at the MDF/IDF in a J-hanger or slings (as required) and configured in an industry standard arrangement.

g. All cables are to be run to a communications closet (MDF/IDF) on the same floor unless otherwise agreed to.

h. All ceiling tiles that are damaged during the installation shall be replaced by the vendor at the vendor's expense utilizing the correct manufacturer, proper style and color of tile.

**Technical Specifications**

The following technical specifications are applicable:

a. Data Outlets

Dataports - (2) two or (4) four data port outlets 8-pin modular, Category 5e/6, and pinned to the T568-B standards. Install blank inserts for any unused opening. Run discrete Category 5e/6 cables from the outlets to the nearest IDF. Leviton CX5000/CX6000 or equivalent.

b. Data Patch Panels

Use 19 in., rack mountable, 24-port or 48-port patch panels meeting Category 5e/6 performance standards, and pinned to the ANSI/TIA/EIA-568-B standards. Use only 48-port panels in new racks. Only use 24-port panels to balance with 48 port switches in existing IDF/MDF.
c. Rack Mount Optical Fiber Termination Panel

At the MDF use (l) or more 72-port rack-mounted optical fiber termination panels with cable strain relief, grounding lugs, slack storage and the appropriate number of LC duplex connector panels. Multiple distribution boxes may be needed, depending on the number of fiber backbones needed to serve the site. Populate with the appropriate number of adapter panels for Duplex LC, multimode or single. Use only duplex LC adapter panels.

At the IDF use a 19 in. rack mountable cabinet with the appropriate number of fiber termination panels, cable strain relief, grounding lugs, slack storage and duplex LC adapter panels. Populate with the appropriate adapter panels for Duplex LC multimode or singlemode. Use only duplex LC adapter panels for new backbones.

d. Data Drop Cable (user patch cable)

1. Solid copper, 24 AWG, 1000 balanced twisted-pair (UTP) Category 5e/6 cable with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA-568-B.2 up to 100 MHz.

II. All patch cables must be pre-manufactured to a specific length and may not be modified.

e. Open Frame Equipment Rack

1) Use open frame, 19 in. equipment rack, 7 foot overall height with flange base, mounting rails drilled front and back and tapped to EIA standards.

2) The equipment racks will be made of steel construction, black in color and in all required mounting and vertical wire management on both sides of rack.

3) Floor mounted open frame rack will be secured from the top rail to the backboard in the MDF/IDF with a length of cable ladder rack to prevent movement.

4) Racks must be grounded to the isolated ground bar within the MFD/IDF using a standard grounding lug and #6 jacketed green cable.

5) Hoffman EDR19FM45UCM2 of equivalent.

f. Wire Management

1) When not included with the rack, provide Horizontal and Vertical wire management in every open rack for management of patch cables and horizontal cable.

2) Horizontal units shall be provided in a quantity of (2) per cabinet plus (2) per switch.

3) Hoffman DCHS2 Horizontal and DV6D7 Vertical or equivalent.

g. Ladder Rack

1. Vendor will install twelve (12) inch ladder rack in the MDF/IDF.
2. Ladder rack will be black in color.

3. Vendor will ground all ladder rack in the MDF/IDF.

h. Rack Mount Power Strips

1) Provide Power Strips in every open frame rack.
2) Power Strips should have (2) convenience outlets on the front and a minimum of (8) on the back.
3) There shall be an integral circuit interrupter, and surge suppression.
4) The switch shall be manufactured with a guard so as to prevent accidental powering off.
5) Provide a 15 foot connecting cord.

i. Labeling

1) Vendor will be responsible for printing labels for all cables and distribution frames (MDF/IDF) in accordance with IISD Network Department as defined in this section:
   a. All label formatting will be coordinated with IISD Network Department personnel prior to the start on installation. Failure to follow district labeling standards will result in re-labeling at Vendor's expense.
   b. Vendor shall label both ends of each cable within four (4) inches of the termination.
   c. Vendor will label dataport outlet covers on top or front with appropriate designation as termination location.
   d. Path panel labels shall be machine printed identifying 1-48 beginning with the upper most port on the left.
   e. Labels shall be machine printed.
   f. Labels shall NOT be written by hand.

J. Indoor Data Backbone Cable

1) New construction infrastructure:
Fiber Optic: Multimode 50/125 \( \mu \text{m} \) diameter Multimode tight-buffered optical fiber, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3 All fiber optic cables installed within buildings are to be plenum rated cables with plenum armored jacket. Vendor shall label type of fiber installed on fiber termination panel.

2) Existing building infrastructure:
Fiber Optic: This cable shall be 50/125 \( \mu \text{m} \) Multimode loose buffer fiber rated to support at least 400 MHz at 1300nm. The fiber shall be terminated using either field installable connectors or factory made pigtails that are fusion spliced within the panel. All cables shall be properly installed with strain relief Vendor shall label type of fiber installed on fiber termination panel.
Testing

The following testing procedures shall be adhered to:

a. Each data wire will be tested with a Category 5e/6 test set and all tests will be documented and provided to Irving ISD. The transmitter will be connected to the communications closet with the receiver at the customer's end. All tests will be performed at 100MHz. All wires will be tested for:

- Next;
  - Attenuation;
  - Length;
  - Impedance;
  - Loop resistance;
  - Capacitance;
  - Noise;

b. Any wire not meeting ANSI TSB61 specifications will be connected and retested.

c. Fiber optic cable – All optical fibers shall be tested with an optical light source and power meter at 1300 nanometers. Attenuation shall be <4.0 dbm including connectors.

Infrastructure Maintenance and Repair

There are times when the owner may have a requirement to perform infrastructure maintenance and repair as a part of construction and renovation projects. The following procedures shall be adhered to:

a. Any and all infrastructure maintenance and repair required to bring substandard installation up to current building code standards will be required to meet the specifications outlined herein.

b. The scope of work will be defined by the owner.

c. All work will be inspected by the owner and the proper municipal inspectors prior to ceiling replacement.

d. At no time, will the contractor be permitted to spear or any other thrown device for pulling conductor above a ceiling structure.

e. Repair and/or replacement of any damage to ceiling infrastructure caused by the contractor will be the responsibility of the contractor and shall be approved by the owner prior to release of damage obligation.

f. Municipal Code Compliance; Conductor Organization/Repair of Infrastructure may include, but not be limited to, sorting, securing and properly hanging data cabling, fire alarm conductor, public address conductor, small electrical conduits, and other miscellaneous low voltage conductors. Additionally, this task may include removing abandoned low voltage infrastructure.
Responses to evaluation criteria questions:

Please provide where you demonstrated this in your proposal by providing the page and paragraph citation OR provide your answer to the direct question in the space provided or a supplemental sheet entitled "ANSWERS TO EVALUATION QUESTIONS" with number and title of each section on the answers.

(1) Price:
Low price will receive highest score provided it is responsive to ALL SPECIFICATIONS. All other proposals which meet minimum solicitation requirements will be scaled in rank order as a percentage of the low proposal price. Use pricing sheet provided as Attachment 1.

(2) Offerors Experience:

a. Has the offeror provided written documentation in the response which demonstrates successful experience providing products and services required in this solicitation? -

b. Does the documentation provided demonstrate projects of comparable size and complexity?

c. Has the offeror operated under the same company name and federal tax identification number for 5 years while providing products and services sought by the District?

(3) Offeror's Reputation:

a. Did the offeror provide complete information for required minimum number of references? All responses must include references of three similar entities, preferably, Dallas/Fort Worth area school districts of comparable size and complexity. The references must include contact name, telephone number, and a description of the project or scope of work. Please provide email if possible. FAILURE TO PROVIDE THIS INFORMATION AND/OR FAILURE OF REFERENCE TO RESPOND WILL AFFECT EVALUATION SCORE HEAVILY.

References:
Reference #1

Entity name__________________________ Contact name__________________________

Telephone number____________________ Email address__________________________

Entity Address________________________

Project or scope of work provided: ____________________________________________
Reference #2

Entity name ___________________________ Contact name ___________________________

Telephone number ___________________________ Email address ___________________________

Entity Address ___________________________

Project or scope of work provided: ___________________________

Reference #3

Entity name ___________________________ Contact name ___________________________

Telephone number ___________________________ Email address ___________________________

Entity Address ___________________________

Project or scope of work provided: ___________________________

(4) Quality of Offeror’s Goods and/or Services:

Does the offeror agree to meet the minimum requirement of the published specifications for goods and/or services?

YES or NO

Length and quality of labor and workmanship warranty? Please provide answer here or attach to this sheet or state where in the proposal it is.

(5) Impact on the Ability of the District to Comply with Rules and Policies Relating to Historically Underutilized Businesses:

No response required to this question here, see below the criteria for the subject matter. Complete the Subcontracting Plan forms provided in this packet if you have a subcontracting plan that provides for the following.

Is the firm a certified HUB or D/M/WBE? (No points awarded for being a D/M/WBE or not, this is information gathering; District policy does not permit extra points for certification.) Points are given for submitting a written subcontracting plan on the subcontracting plan form titled Irving ISD HUB Subcontracting Plan." That provides for subcontracting opportunities by the proposer to HUB or D/M/WBE companies in this project or any aspect of the proposer's business operation. (E.g. providing supplies or other services used by the proposer in the operation of the proposer's business.) This plan, in part, may be established to encourage vendors to provide subcontracting opportunities to HUB or D/M/WBE firms to compete for work when portions of the work are subcontracted. Did the firm submit a subcontracting plan containing sufficient information concerning its intent to provide subcontracting opportunities to HUB or D/M/WBE firms to compete for work when portions of the work are subcontracted?
(7) Offeror's Financial Capabilities Appropriate to Size and Scope of Project:

a. Did the offeror provide an unqualified opinion by an independent auditor on its current audited financials?

YES or NO If yes, attach to this sheet or state where in the proposal it is. If yes, proposer gets credit for the next question also.

b. In the alternative, did the offeror provide an opinion by a certified public accountant based on a review of the offeror’s financials?

YES or NO If yes, attach to this sheet or state where in the proposal it is.

c. Did the offeror provide financial information including, but not limited to a Balance Sheet?

YES or NO If yes, attach to this sheet or state where in the proposal it is.

d. Have one or more of the offeror's principals filed for bankruptcy protection as principals of another business entity within the past 15 years? YES or NO If yes, attach to this sheet an explanation or state where in the proposal it is explained.

e. Has the offeror's company filed for bankruptcy protection, under its current federal tax identification number, within the past 15 years? If yes, please explain. YES or NO If yes, attach explanation to this sheet or state where in the proposal it is.

(8) Other Appropriate Factors that Demonstrate Qualifications:

Did the offeror provide any other relevant factor specifically listed in this Request for Proposal (RFP) that will help distinguish their response as the response that provides the best overall value to the District (e.g. pricing that shows "economy of scale" discounts as described in the section entitled "Format of Response to Bid")?

YES or NO If yes, attach explanation to this sheet or state where in the proposal it is.
The district is the sole arbiter of what constitutes an equal product.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Special Notes, Exceptions, clarifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>If additional information is required for one or more of the pricing items, put the information on a separate sheet and attach to these pricing sheets. Properly label the separate sheet with the item number for the...</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Category 5e/6, RJ-45 data drops maximum distance 75 feet, terminated on both ends- PRICE EACH</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Category 5e/6, RJ-45 data drops distance 76 to 150 feet, terminated on both ends- PRICE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Category 5e/6, RJ-45 data drops distance 151 to 290 feet, terminated on both ends- PRICE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>6-strand multimode fiber per foot price up to a maximum 100 feet, installed in 1 Y,&quot; plenum- rated interdict. (District will agree to a minimum charge based on 25 feet of nm) -PRICE PER FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>6-strand multimode fiber per foot price for 101 to 250 feet, installed in 1 Y,&quot; plenum-rated PRICE PER FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>6-strand multimode fiber per foot price for 251 to 500 feet, installed in 1 Y&quot; plenum-rated PRICE PER FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>6-strand multimode fiber per foot price for 501 to 1000 feet, installed in 1 Y&quot; plenum-r... PRICE PER FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Termination and testing (Both Ends) of 6-strand multi.mode fiber - PRICE EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Supply and install in existing rack a 24 port Cat 5e/6 patch panels based on Ortronics product or equivalent- PRICE EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Supply and install in existing rack a 48 port Cat 5e/6 patch panels based on Ortronics product or equivalent- PRICE EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Supply and install 7 foot floor mounted equipment rack. Hoffman Catalog Number- EDR19FM45U or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Supply and install Rack mount power strip-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Price/Unit</td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>14</td>
<td>Re-termination and testing (Either or Both Ends) of Cat 5, Cat 5e, and Cat 6 data drops (PRICE PER)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>5 foot Cat 5e patch cord, installed in wiring closet - PRICE EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>7 foot Cat 5e patch cord, installed in wiring closet</td>
<td></td>
<td></td>
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<tr>
<td>17</td>
<td>9 foot Cat 5e patch cord, installed in wiring closet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>5 foot Cat 6 patch cord, installed in wiring closet - PRICE EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>7 foot Cat 6 patch cord, installed in wiring closet - PRICE EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>9 foot Cat 6 patch cord, installed in wiring closet - PRICE EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Removal and /or Installation of District-supplied Wireless Access Point. (Labor Only - Network Drop/Run to be priced separately)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Municipal Code Compliance; Conductor Organization/Repair of infrastructure may include, but not be limited to, sorting, securing and properly hanging data cabling, fire alarm conductor, public address conductor, small electrical conduits, and other miscellaneous low voltage conductors. Additionally, this task may include removing abandoned low voltage infrastructure. PRICE PER LINEAR FOOT FOR ANY OR ALL COMBINED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Trip Charge per Service Crew per day to the District from Vendor's place of business (Round Trio).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Trip Charge within Irving ISD boundaries (District is approximately 45 Square Miles) per Service Crew to any other District or point of interest</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8.0 Required Forms

1. Agreement funded by US Federal Grant
2. Proposer Questionnaire
3. Deviation/Compliance Signature Form
4. Confidentiality Declaration Form
5. Insurance Requirements – Commitment to Provide Insurance
6. Certification for Criminal History Check
7. Non-Collusive Bidding Certificate
8. Legal Compliance
9. Conflict of Interest Disclosure Statement
10. Notice of No Conflict of Interest
11. Family Conflict of Interest Questionnaire
12. Campaign Contribution Disclosure Form
13. HB 1295 Form (If Applicable)

ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONSE, OR THE RESPONSE WILL BE DEEMED NONRESPONSIVE.
EDGAR CERTIFICATIONS
Irving Independent School District

Irving ISD must ensure that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”) 2 C.F.R. § 200.326. Part of this process involves ensuring that all current proposers agree to comply with EDGAR. You must complete this form and return to Irving ISD along with your proposal.

The following certifications and provisions are required and apply when Irving ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where proposers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Irving ISD expends federal funds, Irving ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Proposer agree? YES__Initials of Authorized Representative of Proposer

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when Irving ISD expends federal funds, Irving ISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Proposer in the event Proposer fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Irving ISD also reserves the right to terminate the contract immediately, with written notice to proposer, for convenience, if Irving ISD believes, in its sole discretion that it is in the best interest of Irving ISD to do so. Proposer will be compensated for work performed and accepted and goods accepted by Irving ISD as of the termination date if the contract is terminated for convenience of Irving ISD. Any award under this procurement process is not exclusive and Irving ISD reserves the right to purchase goods and services from other proposers when it is in Irving ISD’s best interest.

Does Proposer agree? YES__Initials of Authorized Representative of Proposer

Pursuant to Federal Rule (C) above, when Irving ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Proposer agree to abide by the above? YES__Initials of Authorized Representative of Proposer

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, proposers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Proposers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each proposer or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Irving ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Proposer will be in compliance with all applicable Davis-Bacon Act provisions.

Does Proposer agree? YES_____Initials of Authorized Representative of Proposer

E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each proposer must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on
the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Irving ISD expends federal funds, Proposer certifies that Proposer will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Irving ISD resulting from this procurement process.

Does Proposer agree? YES ___ Initials of Authorized Representative of Proposer

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Irving ISD, the proposer certifies that during the term of an award for all contracts by Irving ISD resulting from this procurement process, the proposer agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Proposer agree? YES ___ Initials of Authorized Representative of Proposer

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Irving ISD, the proposer certifies that during the term of an award for all contracts by Irving ISD member resulting from this procurement process, the proposer agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Proposer agree? YES ___ Initials of Authorized Representative of Proposer

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Irving ISD, the proposer certifies that during the term of an award for all contracts by Irving ISD resulting from this procurement process, the proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by
any federal department or agency.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer


Pursuant to Federal Rule (I) above, when federal funds are expended by Irving ISD, the proposer certifies that during the term and after the awarded term of an award for all contracts by Irving ISD resulting from this procurement process, the proposer certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer
RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS
When federal funds are expended by Irving ISD for any contract resulting from this procurement process, Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Proposer further certifies that Proposer will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Proposer agree? YES _____ Initials of Authorized Representative of

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT
When Irving ISD expends federal funds for any contract resulting from this procurement process, Proposer certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS
Proposer certifies that Proposer is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Proposer agree? YES_____Initials of Authorized Representative of Proposer

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336
Proposer agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer’s personnel for the purpose of interview and discussion relating to such documents.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS
Proposer agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does Proposer agree? YES___Initials of Authorized Representative of Proposer

Proposer agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that proposer certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Proposer’s Name:  

___________________________________________________________________________________________________________________________________
DEVIATION/COMPLIANCE SIGNATURE FORM

RFP # 18-16-861

Company Name

Address                                           City                               State                    Zip

Phone Number                                                                Fax Number

If the undersigned proposer intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its proposal award decisions, and the District reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

☐ No Deviation

☐ Yes Deviation  If yes is checked, please list below:

_________________________________________________________________________________

_________________________________________________________________________________

_________________________________________________________________________________

_________________________________________________________________________________

_________________________________________________________________________________

_________________________________________________________________________________
CONFIDENTIALITY DECLARATION FORM

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUEST FOR IRVING ISD IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal as confidential information and not subject to disclosure pursuant to Chapter 552 Tex. Gov’t Code or other laws, you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a coversheet to said materials and place this completed form and the copied materials in a separate envelope and include the confidential materials envelope with your proposal submission. *(The envelope will not be opened unless a Public Information Request is made. You must include the confidential information in the submitted proposal as well. The copy in the envelope is to show IRVING ISD which material in your proposal you deem confidential only in the event of a Public Information Request.)*

You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. Irving ISD will follow procedures of controlling statute(s) regarding any claim of confidentiality. Pricing of solicited products or service may be deemed as public information under Chapter 552 Tex. Gov’t Code.

This envelope contains material for our proposal that I classify and deem confidential under Tex. Gov’t Code § 552 and I invoke my statutory rights to said confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name and Signature of authorized company officer claiming confidential status of material

Address                                           City                               State                    Zip

Phone

ENCLOSED ARE COPIES OF ____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR RESPONSE

Express Waiver: I desire to expressly waive our claim of confidentiality of any information contained within our response to the competitive procurement process by completing the following and submitting this sheet with our response Irving ISD procurement process (e.g. RFP, RFP, Bid, RFP, etc.).

Name of company expressly waiving confidential status of material

Printed Name and Signature of authorized company officer expressly waiving confidential status of material

Address                                           City                               State                    Zip

Phone

THIS EXPRESS WAIVER IS FOR RESPONSE TO RFP #18-14-860
COMMITMENT TO PROVIDE INSURANCE
AFFIDAVIT
RFP # 18-16-861

By submitting a proposal response and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, the Irving ISD Purchasing Department has the right to reject this proposal and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Purchasing Department at (972) 600-5440.

Proposers Signature: ___________________________ Date: ______________
Texas Education Code Chapter 22
Certification for Criminal History Check

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Proposers must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a proposer or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 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 under federal law or the laws of another state.

On behalf of ________________________________________ ("Proposer"), I certify that

[check one]: [ ] None of the employees of Proposer and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Proposer has taken precautions or imposed conditions to ensure that the employees of Proposer and any subcontractor will not become covered employees. Proposer will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[ ] Some or all of the employees of Proposer and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Proposer has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Proposer receives information that a covered employee subsequently has a reported criminal history, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Proposer will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_________________________________________  ___________________________________________
Company Name                                           Printed Name of Company Representative

_________________________________________
Signature
NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this proposal or proposal, the Proposer certifies that:

1. This proposal or proposal has been independently arrived at without collusion with any other Proposer or with any Competitor;
2. This proposal or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Proposer, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
4. The person signing this proposal or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Proposer as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature ____________________________  Printed Name ____________________________

Company Name and Address

Telephone Number ____________________________  Date ____________________________
LEGAL COMPLIANCE

It is the proposing company’s duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the proposer agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to Irving ISD?

YES _____    NO _____

Signature below certifies accuracy of answers to all sections on this page.

________________________________________  __________________________________________
Authorized Signature                        Printed Name

________________________________________
Company Name and Address

________________________________________
Telephone Number                           Date
CONFLICT OF INTEREST QUESTIONNAIRE

For proposer or other person seeking to do business with local governmental entity

<table>
<thead>
<tr>
<th>Name of Person Completing Form:</th>
<th>(Required Field)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Company Completing Form:</td>
<td>(Required Field)</td>
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</tbody>
</table>

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

2. Check this box if you are filling 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship:

   (List Name of Officer in space provided above)

   If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below.

   This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has affiliation or 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 filer of the questionnaire?

      □ Yes □ No

   B. Is the filer of the questionnaire 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 of 10 percent or more?

      □ Yes □ No

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

4. □ Check here if you are NOT reporting a conflict with any government officer of Dallas ISD

5. □ Signature (Required) □ Date
NOTIFICATION OF NO CONFLICT OF INTEREST

Irving ISD
2621 West Airport Freeway
Irving, TX 75062

If applicable, please sign and return this form to the attention of:

Jerome Pilgrim, Director of Purchasing
(at the above address)

Irving ISD requires this notification to document the Proposer’s acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the Proposer submitting this form is stating that no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).

This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.

_________________________________________  (___)  (___)  
Company (Print or Type)  Phone  Fax

_________________________________________
Signature  Date

_________________________________________
Printed Name & Title of Signature
FAMILY CONFLICT OF INTEREST QUESTIONNAIRE RFP # 18-16-861

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Purchasing Director not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a RFP or bid, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual’s immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services: Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee’s family) (please include name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services: Identify each and every full-time District employee (and any member of the employee’s family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):

If more space is required please attach a second page. If the answer to any question is none, or not applicable, please write “None” or “Not Applicable” in the space reserved for that answer.

“I certify that the answers contained in this questionnaire are true and correct.”

Individual: _______________________________ Date: __________________

Entity: ________________________________

By: ________________________________ Date: __________________

Signature: ________________________________

Title: ________________________________

Certified this ___ day of ____________, 20___, by ___________________________________

Notary Public

________________________________________

Notary Seal
A prospective proposer seeking to enter into a contract to provide services for the Irving Independent School District (“the District”) must file this form with the District’s Purchasing Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective proposer must disclose whether they, a family member or a representative of the prospective proposer has made a campaign contribution to any current Board of Trustee member of the District during the two years prior to the date on which the proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the proposer signs the contract, if the aggregate total of contributions given by the prospective proposer, a family member or a representative of the prospective proposer, to the current Board of Trustee member of the District exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the District may cancel a solicitation or proposed award for a proposed contract, or a contract that is executed may be terminated if: 1) a prospective proposer, a family member of the prospective proposer, or a representative of the prospective proposer gives a campaign contribution or any other thing of value to any Board of Trustee member of the District during the pendency of the procurement process or 2) a prospective proposer fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR THIS REQUEST FOR REQUEST FOR PROPOSALS FOR FINANCIAL ADVISOR SERVICES AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:
“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective proposer, if the prospective proposer is a natural person; or (b) an owner of a prospective proposer.

“Pendency of the procurement process” means the time period commencing with the public notice of the RFP and ending with the award of the contract or the cancellation of the a contract.

“Prospective proposer” means a person or business that is subject to the Request for Proposals process set forth in the Purchasing Code or a person or business that is not required to submit a Request for Proposals because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective proposer” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective proposer, or an employee or agent of the prospective proposer acting on behalf of the prospective proposer.
Applicable current Board of Trustees of the Irving Independent School District:

- Larry Stipes, President (District 3)
- Randy Randle, Vice President (District 7)
- Randy Necessary Secretary (District 6)
- Dr. Steven Jones. (District 1)
- Nell Anne Hunt (District 2)
- Dinesh Mali (District 4)
- A. D. Jenkins, (District 5)
- Jose L. Parra, Ed.D., Superintendent of Schools
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution(s) made by: ___________________________________________________________________

Relation to Prospective Proposer: ___________________________________________________________________

Date(s) Contribution(s) Made: ___________________________________________________________________

Amount(s) of Contribution(s): ___________________________________________________________________

Nature of Contribution(s): ___________________________________________________________________

Purpose of Contribution(s): ___________________________________________________________________

(Attach extra pages if necessary)

_________________________________________________________________________________________

Signature ___________________________ Date __________

Title (position) ___________________________

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to any applicable Board of Trustees member of the District by me, a family member or representative of this prospective proposer.

_________________________________________________________________________________________

Signature ___________________________ Date __________
Instructions - Form 1295

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

The following definitions apply:

1. “Interested Party” means a person:
   a. Who has a controlling interest in a business entity with whom a governmental entity contracts; or
   b. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

2. “Intermediary” means “a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
   a. Receives compensation from the business entity for the person’s participation;
   b. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
   c. Is not an employee of the business entity.

3. “Business Entity” means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. “Business entity” includes a for-profit or nonprofit entity. He term does not include a governmental entity or state agency.

4. “Contract” includes an amended, extended, or renewed contract.

5. “Controlling Interest” means:
   a. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
   b. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
   c. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.”

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission’s online filing application, which can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

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

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

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

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

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

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

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ________________________, this the __________ day of ____________, ___________, 20______, to certify which, witness my hand and seal of office.

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

ADD ADDITIONAL PAGES AS NECESSARY