



DESOTO INDEPENDENT SCHOOL DISTRICT

Request for Proposal # 24-009

FCC Form # 240007760 (DESO 2024-C1 INT)

Internet Access

DeSoto ISD is inviting proposals to provide network connectivity between District sites in accordance with the terms and conditions detailed herein. Proposals will be accepted until **2:00 p.m. CST, Monday, January 15, 2024**. Proposals received after this time will not be accepted. One original and three (3) copies of your proposal must be submitted along with a digital copy. No award will be made until the DeSoto ISD Technology Department has had sufficient time to evaluate the proposals. DeSoto ISD reserves the right to contract in the best interest of the district.

Responses must be sealed and marked on the lower left-hand corner with the name and address of the vendor, opening date and time. Fax responses cannot be accepted. Address mail or deliver all proposals and accessory documents to:

Michael Smith
DeSoto ISD Purchasing Department
200 E. Beltline Road
DeSoto, Texas 75115

Inquiries for information regarding procurement procedures, proposal submission requirements or other fiscal / administrative concerns shall be directed to michael.smith02@desotoisd.org.

Thank you for your participation

DeSoto Independent School District

Request for Proposal # 24-009

TIMELINE FOR PROPOSAL SOLICITATION PROCESS

Issue RFP.	December 12, 2023 (Tuesday)
Legal Advertisement	December 12, 2023 (Tuesday) And December 19, 2023 (Tuesday)
Deadline for vendor questions (Email questions to: dscott@desotoisd.org) Note: Reference “RFP #24-009 Questions” in the subject line of your email.	Thursday, January 4, 2024, 2:00 pm CST (Thursday)
Questions & Answers posted on https://forms.universalservice.org/portal/login and DeSoto ISD http://www.desotoisd.org as an Addendum to the RFP for all participating vendors to download/review.	January 8, 2024 (Monday)
Deadline for submission of RFP responses.	January 15, 2024, 2:00 p.m. CST (Monday)

1. **PURPOSE:** DeSoto ISD (the District) wants to contract with an E-Rate eligible vendor to provide broadband data connections in accordance with the technical specifications set forth in this Request for Proposal (“RFP”).

E-Rate Participation Required. All respondents must agree to participate in the Universal Services Fund Schools and Library Program (“E-Rate”). It is the intent of the District to file an E-rate application for Funding Year 2024 and subsequent years under contract for the products and services included in this Request for Proposal. The start of service is not dependent on receipt of E-Rate funds however; the proposer understands and accepts that the District will request reimbursement from USAC using the service provider invoice (“SPI”) method once the Funding Commitment Decision Letter is received. Full implementation of the project may be dependent upon receipt of E-Rate funding and other factors unknown to the District at this time.

“I understand and will comply.” _____

2. **PERIOD OF CONTRACT PERFORMANCE:** The period of goods and services received subject to this solicitation and any resulting contract are anticipated to commence July 1, 2024 conditional upon Board approval. E-Rate program rules (<https://www.usac.org/e-rate/>) allow for installation and construction costs related to telecommunications services and Internet Access (Category 1 services) to be incurred by the provider up to six months prior to July 1 of the funding year. It is the expectation of DeSoto ISD that the awarded bidder will undertake construction and installation prior to the beginning of the funding year in order for services to commence July 1. DeSoto ISD will consider multi-year contracts and/or contracts featuring voluntary annual renewals. DeSoto ISD reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term end on June 30 of the applicable E- rate program year.

“I understand and will comply.” _____

3. **BACKGROUND:** DeSoto ISD is located in North Texas just south of Dallas. Approximately 6,500 students are enrolled in 11 campus locations throughout the District. Currently DeSoto ISD has a leased fiber wide area network connecting various District sites to the NOC at 616 Eagle Drive, DeSoto, TX 75115 and the secondary data center located at 1200 Academy Way, DeSoto, TX 75115.

“I understand.” _____

4. **QUESTIONS:** Email any technical issue or specification questions pertaining to this Request for Proposal (RFP) to the Purchasing Department at michael.smith@desotoisd.org. Include a return email and phone number and specifically reference the section of the proposal in question. All questions must be submitted in writing no later than the date specified in the RFP Milestones for this RFP. **Questions and answers will be posted as an Addendum on the DeSoto ISD website www.desotoisd.org and the USAC E-Rate Productivity Center (EPC).** These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

“I understand and will comply.” _____

5. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: **Michael White, Director of Technology.**

"I understand and will comply." _____

6. **OBJECTIVE:** The District is seeking proposals for Internet Access for Katherine Johnson Technology Magnet Academy (KJTMA).

7. **SPECIFICATIONS:**

7.1 Broadband Internet Access with bandwidth levels of 5, 7.5 and 10 Gbps.

7.2 Location:

(1) Katherine Johnson Technology Magnet Academy (KJTMA), 1200 Academy Way, DeSoto, TX 75115

7.4 Proposal should include design and professional services to implement dual location Internet service with the existing broadband Internet access located at the data center, 616 Eagle Drive, DeSoto TX 75115 and broadband Internet access located at KJTMA.

7.5 Proposal should provide a solution that is manageable, resilient, and scalable with a strong Service Level Agreement (SLA) and allow for future growth.

7.6 Bidders are to provide pricing for one (1) year or multiple year proposals. Any multi-year proposal must provide for extending or abbreviating the contract period if such extension or abbreviation is necessary to make the contract term end on June 30 of the applicable E-Rate program year. Multi-year proposals must provide for annual voluntary renewals.

7.7 Hand off with a 10 gig multi-mode fiber connection (LC) in District equipment.

7.8 Provide optional proposal for on-premise router that will manage 10 Gbps bandwidth.

7.9 Any equipment provided must be equipped with battery backup or ability to tie into the District's current battery backup equipment on site.

7.10 Any non-recurring costs should be described and clearly differentiable from monthly recurring costs.

8. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal shall be submitted to DeSoto ISD along with a digital copy. The “original” copy shall be clearly noted. Offeror shall make no other distribution of the proposal. Proposals should be as thorough and detailed as possible, so that DeSoto ISD may properly evaluate the offeror’s capabilities to provide the required product/services. Return this **Request for Proposal** document along with proposal information organized into the following sections and appropriately indexed/labeled.

- **Proposal Section A, Summary.** A top-level summary that highlights the major features/most important aspects of the proposal, containing a concise description of the proposed solution, limited to two pages. It should clearly indicate any options or alternatives offered. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Summary.
- **Proposal Section B, Company Background and certifications.** Describe the company, its size, number of employees, and annual sales volume. This shall include a brief history of the offering firm, emphasizing its experience in providing product/services to customers comparable to DeSoto ISD. Include company FCC Form 498 ID SPIN (www.usac.org/sl), proof of FCC registration number green light status (fcc.gov/coresWeb/publicHome.do). Include Attachment A, References in this Section.
- **Proposal Section C, Proposal Pricing.** Include a complete description including type of technology recommended for delivery of broadband Internet Access services and cost breakdown of the recurring services, integration services, hardware, training, and support/maintenance. The proposal should include a monthly cost for each location and a schedule of all charges and/or fees associated with the account, e.g., installation fees for establishing or changing services.
- **Proposal Section D, Support Services.** Discuss in detail the support provided including:
 - - Define the maintenance terms and conditions.
 - Identify the address of the vendor’s local service centers and the number of service personnel trained on the proposed system.
 - Describe your definitions of major and minor problems and the method of escalation of “urgent” cases.
 - Explain any services that would assist in disaster avoidance and recovery planning for the proposed system.
 - Maintenance and repair must be available 24 hours a day, 7 days a week, 365 days a year. The vendor will guarantee a 4-hour maximum response time on all network outages.

- An uptime guarantee (service level agreement or “SLA”) of 99.95% or better shall be provided 24 hours/day, 7 days/week measured with respect to each individual endpoint. If a network trouble occurs, the provider will deliver swift, state-of-the-art problem detection, diagnosis, and resolution. Vendor shall describe commitments and compensation for non-performance.
 - District is to be provided a single point of contact.
 - Support personnel must be trained and manufacturer-certified on all proposed equipment.
 - Vendor must provide regular status-of-repair reports.
- **Proposal Section E, Projected Timeline.**
 - **Proposal Section F, Desoto ISD Purchasing Forms.** Completed as required and with original signatures.
 - **Proposal Section G, Alternative Proposals, Exceptions and Clarifications.** Offeror may provide more than one solution in order to provide alternative creative proposals that District may not have been aware of or considered. Any alternatives and/or exceptions to the RFP specifications must be detailed and clearly noted in this Section.

9. **AWARD**

9.1 Proposals will be evaluated by a DeSoto ISD committee. The District reserves the right to award either “all or none” or portions thereof, whichever is in the best interest of DeSoto ISD. All bids submitted for E-Rate eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with §54.511 per the FCC’s competitive bidding requirements (47 C.F.R. § 54.503). Should DeSoto ISD determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration a contract may be negotiated and awarded to that offeror. The proposed contract will be presented to the School Board for final approval of award recommendation; services may not commence until such approval, as required, is obtained.

9.2 DeSoto ISD may cancel this RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

9.3 Vendors who provide pricing through an approved vendor of at least one of the following purchasing cooperatives will receive additional points on the bid evaluation:

- TX Department of Information Resources (DIR), dir.texas.gov
- BuyBoard, www.buyboard.com/Home.aspx

- TIPS/TAPS, www.tips-usa.com/
- National IPA (formerly TCPN), www.nationalipa.org/Pages/default.aspx
- ESC Region 10 <https://www.region10.org/>
- TxSmartBuy, www.txsmartbuy.com/

9.4 The Bid Evaluation Criteria is as follows:

Price – E-Rate Eligible Services
(20),
Other costs (5),
Buying Group Approved Bidder (15),
Reputation (10),
Quality of Service (10),
Meet District needs (10),
Past Relationships (10),
Underutilized Business (10),
Long Term Cost (10)

In order for DeSoto ISD to properly evaluate your bid, please provide details specific to the evaluation criteria areas along with your proposal.

SECTION 10. UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-Rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C.§254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

USF Knowledge

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-Rate”).

USF Registration

Vendor shall submit with its proposal a valid FCC Form 498 ID (Service Provider Identification Number “ SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

USF Participation

Vendor shall agree to participate in the E-Rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-Rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services

and/or products.

USF Documentation

Vendor shall provide to District staff and/or the District's E-Rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-Rate applications and/or to document transactions eligible for E-Rate support.

Kellogg & Sovereign Consulting (K&S) authorized.

The District has engaged the services of K&S to assist with the E-Rate filings for the District. K&S may request information directly from Proposer(s) in order to properly complete and manage the related E-Rate applications.

Invoicing Procedures

Vendor shall itemize, price and invoice separately any materials or services that are ineligible for E-Rate funding.

USF Discounted Invoicing and Reimbursement Processes

Vendor shall, at the District's request, either

- (a) Invoice the District only for the non-discounted amounts due on E-Rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or
- (b) Provide supporting documentation upon request to support District in filing FCC Form 472 to request reimbursement using the Billed Entity Applicant Reimbursement "BEAR" method.

Audit and Document Retention Requirement

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for **ten (10)** years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-Rate audit process that ensures that Vendor complies with all E-Rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Maintaining detailed, signed individual timesheets for maintenance conducted
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471

- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Documenting that E-Rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time

Contract Term Modification

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-Rate "program year" or an extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

ADDITIONAL TERM AND CONDITONS

TERMS & CONDITIONS

1. **CONTRACT PROVISIONS BY REFERENCE:** It is mutually agreed by and between DeSoto ISD and Offeror that the District Board's acceptance of the Offeror's proposal shall create a contract between the parties thereto containing all specifications, terms and conditions in the RFP except as may be amended in the purchase order. Any exceptions taken by the Offeror not included will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this RFP and information submitted by an offeror, the terms and conditions of this RFP and resulting contract will govern.
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Texas. The contractor shall comply with applicable federal, state and local laws and regulations.
3. **ASSIGNMENT OF CONTRACT:** A contract shall not be assigned or subcontracted by the contractor in part or whole without the written consent of DeSoto ISD.
4. **RIGHT TO REJECT:** DeSoto ISD reserves the right to reject any or all proposals. In addition, Offerors should recognize the right of DeSoto ISD to reject a proposal if they fail to submit the data required in the RFP, or if the proposal is in any way incomplete.
5. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
6. **MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a proposal on the official form provided for that purpose may be cause for rejection. Return of the complete document is required. Modification or additions to the Terms and Conditions of this solicitation may be cause for rejection; however, the Director of Purchasing reserves the right to decide, on a case-by-case basis, in his/her sole discretion, whether to reject such a proposal.
7. **ERRORS OR OMISSIONS:** The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.

8. **NON-DISCRIMINATION:** Contractors or suppliers are obligated not to discriminate against any employee or applicant for employment because of race, color, religion, handicap, national origin, sex, or socioeconomic status. This obligation shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors or suppliers are obligated to comply with all requirements of the ADA.
9. **METHOD OF PAYMENT:** Payment will be made after satisfactory performance in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice by the Contract Administrator. The contractor shall be paid once a month for services performed the previous month during the contract period. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
10. **TAX EXEMPTION:** DeSoto ISD is exempt from the payment of sales/use taxes. When under established trade practice, any federal excise tax is included in the list price. Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by DeSoto ISD.
12. **TERMINATION:** Failure to comply with the terms and conditions of this solicitation or to deliver equipment, supplies, or services identified in the solicitation and contract at the discount quoted will void the contract award. Upon termination for default, payment will be withheld at the discretion of DeSoto ISD. In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, DeSoto ISD, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs.
13. DeSoto ISD reserves the right to cancel and terminate any resulting contract in part or in whole should the Director of Purchasing determine that such a termination is in the best interest of the District. Any such termination shall be affected by delivery to the contractor a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the offeror must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.
14. **TESTING AND INSPECTION:** DeSoto ISD reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the specification.

15. PROPRIETARY INDEMNITY: Vendor warrants that the system, each part of the system and all other products and services used by or furnished by vendor do not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of claim by any third party against DeSoto ISD, the District shall promptly notify vendor and vendor shall defend and indemnify DeSoto ISD against any loss, cost, expense, claim or liability arising out of such claim, whether or not such claim is successful.
16. PATENT AND COPYRIGHT MATERIALS: Unless otherwise expressly provided in a contract, vendor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
17. COSTS OF RESPONSE TO REQUEST FOR PROPOSAL: DeSoto ISD will not be liable for any costs associated with the preparation of materials for Offeror's proposal submission.
18. AUDIT: Contractor hereby agrees to retain all books, records, and other documents relative to this contract for ten (10) years after final payment, or until audited by DeSoto ISD, whichever is sooner. The District, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
19. OPEN RECORDS: Ownership of all data, materials and documentation originated and prepared for DeSoto ISD pursuant to this proposal shall belong exclusively to the District and be subject to inspection in accordance with the Texas Open Records Act.
20. COMPLIANCE WITH PROCEDURES: Contractor shall comply with all procedural instructions that may be issued from time to time by DeSoto ISD; however, the terms and conditions of the contract will not change.
21. EXTRA CHARGES NOT ALLOWED: The proposed pricing shall be for complete product/service (labor, hardware, supplies, shipping, reporting, etc.). Extra charges will not be allowed.
22. LATE PROPOSALS: Proposals must be received by the DeSoto ISD Purchasing Department by the designated date and hour to be considered for selection. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. **DeSoto ISD is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the offeror to ensure that its proposal reachesthe Purchasing Department by the designated date and hour.**

23. OBLIGATION OF OFFEROR: By submitting a proposal, the offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
24. PROPOSAL ACCEPTANCE PERIOD: The proposal shall be binding upon the offeror for a minimum of ninety (90) calendar days following the proposal receipt and opening date. Any proposal on which the offeror shortens the acceptance period may be rejected as determined by the Director of Purchasing.
25. CHANGES: Statements made by DeSoto ISD representatives do not modify the terms, conditions and specifications of the RFP. Changes and modifications to any section of the RFP will not be valid unless said changes are confirmed in writing in the form of an addendum and issued by the Director of Purchasing.
26. QUALIFICATIONS OF OFFERORS: DeSoto ISD may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to DeSoto ISD all such information and data for this purpose as may be requested. DeSoto ISD reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. DeSoto ISD further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy DeSoto ISD that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein or has been debarred from the E-Rate Program.
27. FORM 1295: By submitting a signed proposal, a proposer agrees that it fully understands this RFP and shall abide by the terms and conditions contained therein. Further, such proposer certifies that it follows all federal and state laws and purchasing guidelines of DeSoto ISD. This includes all requirements as it relates to HB1295 which can be found on the https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Required forms to be submitted by the proposer are outlined herein. Additionally, proposer certifies that neither proposer, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representatives of such subcontractors, to be assigned to the project hereunder has been convicted of a penal offense, or that, if such a conviction has occurred, proposer will fully advise the Board of Trustees as to the facts and circumstances. Failure to do so may result in disqualification of any subsequent proposal.
28. FORM W-9: All proposers must include a completed current Rev. November 2017 FORM W-9 with the proposal.

3. COMPENSATION

3.1. As full compensation for the services provided, the District will make payment following satisfactory completion of services in an amount **NOT TO EXCEED** \$Total Contract Amount, inclusive of all fees and allowable expenses. Compensation for services rendered must be based on the following rates or in accordance with the following terms (initial where applicable):

- FIXED FEE** of \$Fixed Fee Amount for all services performed plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- PER ITEM RATE** of \$Cost Per Item per item, for items identified in **Exhibit** Exhibit Label, for Item Quantity items plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- HOURLY RATE** of \$Hourly Rate per hour for Total Hours hour(s) plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- DAILY RATE** of \$Daily Rate per day for Total Days day(s), plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- MONTHLY RATE** of \$Monthly Rate per month for Total Months month(s) plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price.

[The compensation rate format with completed details shall be effective even if the box is not checked.]

3.2. District shall not pay Consultant or Contractor travel expenses.

3.3. No payment in advance of or in anticipation of services to be provided under this Agreement will be made by District with the exception of a deposit amount required by Consultant or Contractor upon mutual agreement of parties.

3.4. In no event will the cost to the District for the services to be provided, including Reimbursable Expenses, exceed the maximum **NOT TO EXCEED** amount set forth in Section 3.1. The fees due under Agreement will be prorated in the event either party terminates this Agreement prior to the expiration date.

3.5. Contractor shall be paid upon presentation of an invoice that includes, but is not limited to, the professional service(s) provided, the date(s) of service, and the location(s) of service. **All payments to Contractor shall be net 30 days from the receipt of the invoice or delivery of services, whichever is later.**

This contract is / is not funded through federal grant funds (federal and state grants including entitlement funds). Fund: Fund

If yes, this contract shall be subject to the Addendum Contract Provisions for Contracts Under Federal Awards. This Addendum **must** be attached to this contract.

4. INDEMNIFICATION

4.1. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT.**

ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM, AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL, OR TORTIOUS ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE THAT CONTRACTOR CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

4.2. CONTRACTOR MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY THE DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE DISTRICT MUST PROMPTLY NOTIFY CONTRACTOR, AND CONTRACTOR MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, THE DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR, AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.3. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001-131.005, as amended. This section must survive the termination of Agreement.

4.4. Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW

5.1. Contractor acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.

5.2. Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). Contractor will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges and agrees to comply with said law and safeguard student information. Contractor may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Contractor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

6.1. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the District incurring any liability to Contractor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to the District through termination date but will not be entitled to any early termination charges.

7. SPECIAL CONDITIONS

7.1. Standards for Financial and Programmatic Management

- 7.1.1.** Where applicable, Contractor must regularly assess and monitor the progress of the student receiving services pursuant to this Agreement using District-approved assessments, and periodically forward information on the student's progress to the District in a format to be determined by the District.
- 7.1.2.** Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Agreement. Evaluation, where possible, will include, but is not limited to, the following:
- a. Pre- and Post-intervention student performance data available in district databases, including attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation;
 - b. Parent, teacher, counselor, and administrator surveys; and
 - c. Other measures of key performance indicators as defined by the District.
- 7.1.3.** The District's research and evaluation department will evaluate program effectiveness using methodology the District deems appropriate, which may include, but is not limited to:
- a. A comparison of outcome data of program participants with a matched control group of non-participants; and
 - b. Analysis of student outcome data in relation to program cost.
- 7.1.4.** Contractor must follow all District policies, regulations, and guidelines and work at the District's direction regarding the referral of those students that are to receive services from Contractor. Contractor must accept all students referred for services by District personnel. In the event that referrals exceed Contractor's capacity to provide services, the District will determine which students are to receive services.
- 7.1.5.** Contractor is solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Agreement.
- 7.1.6.** The District will have the right to inspect and audit Contractor's records and to observe services being rendered. Contractor must provide access to all records, reports, logs, or other matters relating to this Contract for the current school year immediately upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract must be maintained by Contractor for five (5) years and must be

available for audit upon twenty-four (24) hours' notice. Contractor must not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.

7.1.7. Contractor must furnish to the District a valid copy of its most recently adopted organizational documents (partnership agreements, bylaws, etc.), a complete and accurate list of the Governing Board of Directors (or Trustees or Partners), and timely update said information as changes occur. Contractor must avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the District. Any employees of Contractor that are also employees of the District must be immediately disclosed to the District in writing. The employment of District employees by Contractor must be in accordance with District Policy DBF (Local).

7.1.8. Upon request by the District, Contractor must furnish to the District copies of the current résumés of each of its employees providing services pursuant to this Agreement.

7.2. Insurance

7.2.1. At all times during the Contract Term, Contractor must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:

a. **Commercial General Liability Insurance:** Contractor must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from Contractor's services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of Contractor, its employees, agents, representatives, or Contractors.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury	\$500,000.00 combined single limits
Property Damage	\$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury	\$1,000,000.00 combined single limits
Property Damage	\$2,000,000.00 aggregate

b. **Automobile Liability Insurance:** Contractor must maintain in force throughout the term of this Contract comprehensive Automobile Liability Insurance covering Contractor and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

c. **Workers' Compensation/Employers' Liability:** Contractor shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements

of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.

d. **Professional Liability Insurance:** The Professional Liability Insurance provided by Contractor must conform to the following requirements:

- Contractor's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
- If on a claims-made basis, Contractor must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
- The minimum limits to be maintained by the Contractor are, as follows:

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

e. **Umbrella Insurance Policy:** Contractor must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

7.2.2. Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case notice shall be ten (10) days), termination, non-renewal or modification to Contractor's Policy(ies) required under this Agreement.

7.2.3. Upon District's request, Contractor must furnish the District with certificates of insurance evidencing Contractor's insurance coverage is consistent with the terms of this Agreement. Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to Contractor. Additionally, Contractor must be liable to the District for any and all damages incurred due to Contractor's failure to perform the agreement terms. Contractor must name the District as an additional insured.

7.3. Student Records

- 7.3.1.** All student records must be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is in the direct employ of Contractor. The District will have the right to inspect and audit Contractor's use of student records at any time upon twenty-four (24) hours' notice. Contractor agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. Contractor must not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian and the District, as required by FERPA and all other state or federal privacy laws. Upon completion or termination of this agreement, Contractor must turn over to the District all student records for the District's eligible students to whom Contractor has provided services under this agreement.
- 7.3.2.** Contractor agrees to comply with all applicable Protection of Pupils' Rights Amendment provisions, as found in 20 U.S.C.S. § 1232h, and applicable Code of Federal Regulations sections promulgated by the United States Department of Education.
- 7.3.3.** Contractor may collect, use, and disclose "personal information," as defined in the Children's Online Privacy Protection Act ("COPPA"), from students under the age of thirteen (13) only to the extent permitted by COPPA. Contractor must comply with other applicable provisions of COPPA and all other state or federal privacy laws.

7.4. Criminal Background Check

- 7.4.1.** Contractor must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. Contractor must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by Contractor. If Contractor is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.
- 7.4.2.** Contractor must certify to the District before beginning work, and at no less than an annual basis thereafter, that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. Contractor must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District must be the final judge of what constitutes a "location where students are regularly present." A photographic identification badge, issued by a District-approved third-party company at Contractor's expense, must identify Contractor's employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Contractor's violation of any portion of this section constitutes a breach of contract.
- 7.4.3.** Contractor agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.

- 7.4.4. Contractor must give notice to the District prior to performing services under this Contract if Contractor 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. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. Subsection 7.4.4 does not apply to a publicly held corporation.
- 7.4.5. If Contractor has direct contact with students, verification of FAS fingerprinting compliance is required. Legal name and birthdate are required to conduct the verification.

Legal Name: Legal Name
Birthdate: Birthdate

7.5. Inappropriate Behavior

- 7.5.1. Sexual harassment of employees of Contractor, employees of District, or students of District by Contractor or Contractor's employees is strictly forbidden. Any employee of Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.
- 7.5.2. Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/PolicyOnline?key=362>. In the event that Contractor or an individual under its control violate a District Board Policy, the District may terminate this Contract without penalty, or otherwise require Contractor to exclude the violating individual from performing services under this Agreement.
- 7.5.3. Contractor will be responsible to the District for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of Contractor. It is understood and agreed that the relationship of Contractor to District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the District, or (2) to create any partnership, joint venture, or other association between District and Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from Contractor and must not affect Contractor's independent contractor status described herein.
- 7.5.4. Contractor must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor must also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, Contractor must further ensure that no on-site fraternization will occur between personnel under Contractor's supervision and District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

7.6. Applicable Laws

- 7.6.1. Contractor agrees to be bound by any amendments to any Federal, State, or County laws, regulations, or ordinances referenced in this Contract, or which affect the services described herein upon the effective date of such amendments.

8. MISCELLANEOUS

- 8.1. Termination. Either party may terminate this Agreement at any time, with or without cause. In the event of termination by either party prior to completion of the contract, compensation for services shall be prorated on the basis of actual work performed by Contractor. Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed, and expenses incurred up to the date of termination.
- 8.2. Credentials. In the event that this Agreement is for Professional Services, Contractor agrees that all required certifications, licensures, and credentials will be maintained at all times.
- 8.3. Conflict of Interest. Contractor, by signing this Agreement, certifies that Contractor does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 8.4. Confidentiality. Contractor further understands that Contractor is serving as a fiduciary of the District and hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), Contractor agrees to comply with all relevant confidentiality requirements regarding a student’s personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- 8.5. Proprietary Rights. With the exception of previously registered copyright or trademark materials of Contractor, Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by Contractor or any other party related to Contractor without the express prior written consent of the District. Furthermore, Contractor understands that products produced as a result of this contract are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.
- 8.6. Independent Contractor. It is expressly understood and agreed by both parties that the District is contracting with Contractor as an independent contractor. Each party and the officers, employees, agents, subcontractors, or other Contractors thereof will not be deemed by virtue of this contract to be the officers, agents, or employees of the other party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes an employer is required to deduct, as this is the responsibility of Contractor.
- 8.7. Taxes. Contractor must not require the District to pay taxes of any kind.
- 8.8. Insurance. Contractor must carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of Contractor.
- 8.9. Hold Harmless. The District and its employees can neither agree to hold Contractor harmless nor agree to indemnify Contractor, and any contracts or provisions to the contrary are void.

- 8.10. Waivers.** The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
- 8.11. Assignment.** The rights, responsibilities, and duties under this contract are personal to Contractor and must not be transferred or assigned without the express prior written approval of the District.
- 8.12. Non-Discrimination.** Contractor certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 8.13. Purchase Order.** The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 8.14. Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that Contractor and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.
- 8.15. Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Contractor affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 8.16. Retention of Contracting Information.** Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Contractor agrees that the Agreement may be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 8.17. Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The parties here agree that venue must be in Dallas County, Texas.
- 8.18. Alternative Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court ordered or otherwise mutually agreed to in writing by both parties.
- 8.19. Entire Agreement Modifications.** All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between Contractor and District and must constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions must be binding upon the parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and Contractor.
- 8.20. Binding Effect.** This Agreement must be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

8.21. Captions. The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.

8.22. Severability. In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.

8.23. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.

8.24. Notice. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- 8.24.1. To District:** DeSoto Independent School District
Name of District Contact: Primary District Contact
Address: Primary District Address
City, State ZIP Code
- With Copies to: Primary District Contact
Primary District Address
City, State ZIP Code
- 8.24.2. To Contractor:**
Contractor Firm Name: Contractor/Individual Name
Name of Vendor Contact: Contractor Contact Person
Address: Street Address
City, State ZIP Code _____

ELECTRONIC SIGNATURE

The parties agree here to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

In witness of the Agreement above, the Board of Education of the DeSoto Independent School District and Contractor, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FOR DISTRICT:

Signed: _____

Name: _____

Title: _____

Date: _____

Req. #: _____

FOR CONTRACTOR:

Signed: _____

Name: _____

Title: _____

Date: _____

SUPERINTENDENT APPROVAL

Signed: _____

Dr. Usamah Rodgers
Superintendent of Schools

Date: _____

Business Organization: (Check one)

Corporation

Partnership

Individual/Sole Proprietor

Limited Liability Company (LLC)

Other Entity Type:

APPROVED AS TO FORM:

Signed: _____

Legal Counsel for District

Date: _____

Contractor Employer ID #: _____

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

The Contractor listed below will obtain history record information that relates to an employee, applicant for employment, or agent of Contractor ("servant") if the servant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property, or at another location where students are regularly present. Contractor certifies to DISD that before beginning work, and at least once per year thereafter, criminal history record information will be obtained. Contractor shall assume all expenses associated with the background checks and shall immediately remove any servant who was convicted of any felony, or a misdemeanor involving moral turpitude, as defined by Texas law, from DISD's property or other location where students are regularly present. DISD shall be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a substantial failure.

If Contractor is the person, owner, or operator of the business entity, Contractor may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

Section 44.034(a) of the Texas Education Code states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

If the Contractor is a publicly held corporation, proceed to Section A, below.

I, the undersigned agent for the Contractor named below, certify that: (1) the information concerning criminal background check and notification of felony convictions has been reviewed by me; (2) the following information furnished is true to the best of my knowledge; and (3) I acknowledge compliance with this section.

Contractor's Name: _____

Authorized Company Official's Name: _____

A. The Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable:

Company Official's Signature: _____ Date: _____

B. The Contractor is not owned nor operated by anyone who has been convicted of a felony:

Company Official's Signature: _____ Date: _____

C. The Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): Name of Felon(s)

Details of Conviction(s): Details of Conviction(s)

Company Official's Signature: _____ Date: _____

Note: Name & Signature of Company Official should be the same as on the Affidavit (Form C)

Contractor is responsible for the performance of the persons, employees, and sub-contractors Contractor assigns to provide services for DeSoto ISD pursuant to this RFP on any and all DeSoto ISD campuses or facilities. Contractor will not assign individuals to provide services at a DeSoto ISD campus or facility who have a felony conviction or a history of violent, unacceptable, or grossly negligent behavior, without the prior written consent of the DeSoto ISD Purchasing Department.

Model SB 9 Contractor Certification Form

Criminal History Record Information Review of Certain Contract Employees

Introduction: Chapter 22 of the Texas Education Code requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (including subcontractors and independent contractors) 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 conviction: One of the following offenses, if at the time of the offense: (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 [Contractor's Name], I, with the contact information provided below:

Individual's Full Name: [Individual's Full Name]
Street Address: [Individual's Street Address], [City], [State], [ZIP Code]
Telephone Number: [Individual's Telephone Number]
Fax Number: [Individual's Fax Number]
E-Mail Address: [Individual's E-Mail Address]

Certify that (check one of the following):

- None of Contractor's employees are *covered employees*, as defined above; **OR**
- Some or all of the Contractor's employees are *covered employees*. If this box is selected, I further testify that:
 - Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees.
 - None of the covered employees has a disqualifying conviction.
 - Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. The District reserves the right to conduct its own criminal background check of Contractor and its covered employees.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

Signature

Date

DESOTO ISD
ADDENDUM CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
(Only return if funded by Federal & State Grants, including Entitlement Funds)

All contracts under federal awards must meet federal, state, and local requirements. State requirements for all contracts under federal awards include the following:

- The contract is only effective upon receipt by the District of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §§ 200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR § 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of service(s) provided, date(s) of services, and location(s) where services were provided during the billing period.

Federal requirements for all contracts under federal awards may include the following, as indicated below:

- Contracts over \$10,000 must address termination for cause and for convenience by the District, including the manner by which it will be effected and the basis for settlement.
- Contracts over \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties.
- Equal Employment Opportunity clause
- Davis-Bacon Act clause for construction contracts, including compliance with prevailing wages. (The District must place a copy of the current prevailing wage determination used by the Department of Labor with each solicitation.)
- Contract Work Hours and Safety Standards Act clause related to the computation of wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
- Rights to Inventions Made Under a Contract or Agreement clause if the federal award meets the definition of “funding agreement.”
- The Clean Air Act and Federal Water Pollution Contract Act clauses if the contract is in excess of \$150,000.
- Debarment and Suspension clause which prohibits awarding a contract to a contractor who has been debarred, suspended, or otherwise excluded from federal awards.
- Byrd Anti-Lobbying Amendment clause which applies to contractors that apply or bid for an award exceeding \$100,000 who must file the required certification.
- Procurement of recovered materials (§ 200.322) clause
- The Buy American provision for Child Nutrition Program purchases. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC § 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity product

CONTRACTOR

DESOTO ISD

By: _____

By: _____

Director of Purchasing, CFO, or Superintendent

Date: _____

Date: _____

VALIDATION

Note: Proposals must be manually signed on this form in the space provided below.

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the proposal, ever been disqualified, debarred from the E-Rate program, removed, or otherwise prevented from participating, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, please explain the circumstances on a continuation page.

Offeror, in compliance with this RFP, has examined the specifications, and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products, and is able to furnish the services/products in the time frame specified and at the rates set forth in this bid. The undersigned, on behalf of the offeror, certifies that this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor, and certifies that all statements contained in the bid are true and correct. If accepted by the District, this bid is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: _____ Minority-owned or _____ Female-owned (Y/N)

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

FCC Form 498 ID (SPIN)

FCCRN

Date

Email

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



Approximately 65 school districts in the North Texas area have formed through an interlocal agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). Bids and proposals by any member or participating district are made available to all other districts if approval to do so is indicated by the vendor in the bid or proposal. If approved, member/participant districts will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of the solicitation. All purchases by members and participants other than DeSoto ISD will be billed directly to that entity and paid by that entity. DeSoto ISD will not be responsible for another entity's debts. Each governmental entity will contact the vendor and order their own materials/services as needed.

EPCNT Home Page: www.epcnt.com

USE BY OTHER EPCNT ENTITIES: The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. The successful bidder may allow other entities the privilege of purchasing under this contract.

Would you (the vendor) be willing to extend the terms, conditions, specifications and pricing of this bid or proposal to other EPNCT entities should any of these entities decide to participate in this contract?

_____yes _____no

If you (the vendor) checked yes, the following will apply.

Governmental entities utilizing DeSoto ISD contracts will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a school district or governmental entity other than DeSoto ISD will be billed directly to that school district or governmental entity and paid for by same. DeSoto ISD will not be responsible for another school district's or governmental entity's debts. Each school district or governmental entity will order their own materials/services as needed.

Vendor Name	Address	Phone Number
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Authorized Signature	Title	Date
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THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Proposal Submission

Proposal will include on the outside of the envelope/packet:

**FCC Form# 220007760 (DESO 2024-C1 INT – INTERNET ACCESS
RFP – 24-009**

Please provide one (1) copy marked ORIGINAL, three (3) copy marked COPY and one (1) Digital copy

If additional information should be required questions should be submitted by email to:

Michael.smith02@desotoisd.org

REQUIRED FORM: RETURN WITH PROPOSAL

https://drive.google.com/file/d/1f_9lzD5fDs7ouseGICg6_tziSe22sU-K/view?usp=sharing