



**Dallas County
Schools**
Strengthening Education Through Service

E-RATE, TELECOMMUNICATIONS SERVICES
REQUEST FOR PROPOSAL (RFP#) 12-17-09-01
Website: <http://www.dcschools.com>

DATE: November 16, 2009

CONTACT PERSON: Alan Hagy, Purchasing Manager, at 214-944-4522,
or ahagy@dcschools.com.

Request for Proposal submittals are due on or before Thursday, December 17, 2009
at 10:30 a.m. Deliver or mail to Dallas County Schools, 612 N. Zang Blvd., Dallas, Texas,
75208.

NOTES TO ALL VENDORS:

1. Vendor must keep Dallas County Schools advised of any changes in order status.
2. All questions regarding this Proposal must be in writing and be emailed to Alan Hagy, at ahagy@dcschools.com. Questions by phone or emailed to anyone else will not be considered.
3. All items purchased from this solicitation must meet all local, state, and federal codes.
4. Award may be made to more than one vendor.
5. Proposers must submit four (4) copies of proposal.
6. Any award(s) resulting from this Request for Proposal will be contingent upon the approval of E-Rate funding and governing board approval after receipt of the USAC funding commitment decision letter.
7. Cost of Performance and Payment Bonds, along with other requested and required insurance, must be included in submittal price and provided by successful vendor within 5 working days after being notified of being the awarded vendor.
8. Vendors already approved by the Texas Department of Information Resources will also be considered.
9. **Proposals must also be entered online: www.erate470.com prior to bid close.**
10. **The Form 470 # 62856000782361 must be referenced on RFP submittal in its entirety.**

Submission of this proposal shall serve as evidence that the offeror understands and agrees to all conditions of the request for proposal. Faxed proposals will not be considered. All offerors must submit the attached Felony Conviction Form, in accordance with Section 44.034 of the *Texas Education Code*, the Non-Collusion Disclosure, and all signed addendum pages. Failure to submit this form may result in disqualification of your proposal.

NAME OF VENDOR	SIGNATURE OF REPRESENTATIVE	
ADDRESS	PHONE & CELL PHONE	
E-MAIL ADDRESS	DATE	PRINTED NAME OF REPRESENTATIVE

INSTRUCTIONS TO VENDORS

1. Contract Documents:

- 1.1 Dallas County Schools' expectations with respect to the performance by each vendor in connection with the Dallas County Schools' purchases are set out in the "Contract Documents" which consist of the *Request for Proposal* ("RFP"), *Instructions to Vendors*, *Standard Terms and Conditions*. Vendors who fail to examine the Contract Documents do so at their own risk.

2. Preparation and Submission of Proposals:

- 2.1 Any explanation desired by a vendor regarding the meaning or interpretation of any portion of the contract documents must be requested in writing to the Purchasing Department in a timely manner to allow for a reply to reach vendors before the submission of their proposals. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as a *Proposal Addendum*, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.
- 2.2 Proposals must be returned in an envelope marked on the outside with the vendor's name, address and proposal number addressed to:

Dallas County Schools
612 N. Zang Blvd.
Attn: Purchasing Department
Dallas, Texas 75208

- 2.3 Proposals may be delivered by mail, courier, or in person with sufficient time to be received and time stamped on or before the opening date at the location specified. Proposals are due on or before:
THURSDAY, December 17, 2009 at 10:30 a.m. Proposals received after the time and date of the opening may not be considered and may be returned.
- 2.4 Proposals may be modified or withdrawn by written or telegraphic (including facsimile) notice received by Dallas County Schools prior to the exact hour and date specified for receipt of *proposals*. A *proposal* may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the *proposal*, but only if the withdrawal is made prior to the exact hour and date set for the receipt of *proposals*.

3. Vendor Information:

- 3.1 Each vendor shall furnish the information required by the Contract Documents.
The vendor shall sign the *proposal*, *all addenda*, and the *proposal sheet*. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to Dallas County Schools.
- 3.2 If the vendor anticipates a price change due to economic conditions, vendor must give thirty (30) days written notice to Dallas County Schools. Approval from the Purchasing Manager or designee shall be obtained before price change is effective.
- 3.3 Deliveries shall be FOB Destination to Dallas County Schools destination sites. Freight prepaid and assumed by the vendor. Dallas County Schools reserves the right to pick up items in lieu of delivery from local vendors.
- 3.4 Dallas County Schools does not pay Federal Excise Taxes or Texas and local retail sales and use taxes. Tax exemption certificates will be provided upon request.
- 3.5 The vendor may offer an "equal" product or product exceeding specifications as an alternate proposal. Final determination of whether or not an item is an "approved equal" remains with Dallas County Schools.
- 3.6 All data and material safety data sheets (MSDS) must accompany proposal.
- 3.7 Proposals submitted on forms other than the Dallas County Schools' forms or with different terms or provisions may be considered as non-responsive proposals.
- 3.8 Dallas County Schools expects that all proposals will remain valid for the term of this proposal.
- 3.9 The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.
- 3.10 Terms of payment Net 30 days.
- 3.11 Term of Contract: Any contract will be contingent upon the approval of E-Rate funding and governing board approval after receipt of the USAC funding commitment decision letter. The Universal Service discount

mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2010 through June 30, 2011. Dallas County Schools reserves the right to extend the contract for multiple years with multiple years of funding through E-Rate.

3.12 Contract Termination: This contract may be cancelled by Dallas County Schools upon written notice to the vendor without recourse of the vendor for the vendor's failure to perform or breach of any material provision of this contract.

3.13 This contract may not be assigned, sold, or transferred without the express written consent of Dallas County Schools. Such failure after the contract award will constitute a material breach of the contract.

3.14 "Reservations". Dallas County Schools expressly reserves the right to:

3.14.1 Waive minor deviations from the specifications when it is determined that the total cost to the Dallas County Schools of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.

3.14.2 Waive any defect, irregularity or informality in any proposal procedure.

3.14.3 Reject any or all proposals.

3.14.4 Amend a proposal prior to proposal opening date to extend or make changes to specification.

3.14.5 Procure any item by other means.

3.14.6 Increase or decrease the quantity specified in the proposal, unless the offeror specifies otherwise.

3.14.7 Consider and accept an alternate proposal as provided herein when most advantageous to Dallas County Schools.

4. Evaluation Factors:

"Most Advantageous Proposal". Dallas County Schools will evaluate and select vendor for their ability to supply TELECOMMUNICATIONS SERVICES as specified in RFP and per any addendums. In evaluating submitted proposals, the following considerations will be taken into account for the award recommendations:

- The purchase price
- The reputation of the vendor and of the vendor's goods and services
- The quality of the vendor's goods or services
- The extent to which the goods or services meet the DCS' needs
- The vendor's past relationship with DCS
- The impact on the ability of DCS to comply with laws and rules relating to historically underutilized businesses
- The total long-term cost to DCS to acquire the vendor's goods or services
- Vendor's service and delivery capabilities
- Warranty and warranty service history
- Probability of continuous availability
- Any other relevant factor specifically listed in the request for proposal

5. General Information

5.1 Basic Information:

Name of company: _____

Address of principal location: _____

Phone: _____ Fax: _____

Form of Business Organization: _____

Responsible contact personnel:

Name _____ Cell: _____ Email: _____

Name _____ Cell: _____ Email: _____

Name _____ Cell: _____ Email: _____

5.2 How many years has your company been in business in its current capacity?

5.3 How many years has your organization been in business under its present name? _____

5.4 Under what other or former names has your company operated? _____

5.5 Claims and suits (if the answer to any of the questions below is yes, please attach details).

- 5.5.1 Has your company ever failed to complete any work awarded to it? _____
- 5.5.2 Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your management or company?
- 5.5.3 Has your company filed any lawsuits or requested arbitration or mediation with regard to contracts or awards within the last fifteen years?
- 5.5.4 Within the last fifteen years, has any manager or principal of your company ever been a manager or principal of another organization when *it failed to complete a contract or award*?
- 5.5.5 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company?

6. Experience

6.1 Vendor shall provide a list of up to five (5) projects of similar types, size and complexity. State project (customer) name, description of work, dollar value, public entity, yes or no, and date using the format below. Please include additional information with submittal if available.

Project Name	Description of Work	Dollar Value	Public Entity Yes or No	Date

6.1.1 Projects listed on the chart must have been performed within the last five (5) years.

7. References

7.1 Offer shall provide up to ten (10) positive letters of reference from company owners or management personnel from companies listed in 6.1. There must be at least one (1) reference for each project listed.

8. Certifications

8.1 Employees' certifications pertaining to work are to be included in submittal.

9. Equipment

Equipment will be evaluated in regards to brand, quality, utilization, options, and integration as a whole, while also being a must to meet requirements.

10. Background Information

Dallas County Schools provides technology and information system services to districts within the Dallas metroplex. Texas has 1032 independent school districts and 210 charter school holders in the state system of public education. These entities serve over 4.5 million students and expend over \$38 billion annually in state, local and federal funds.

11. TERMS AND CONDITIONS

TERM OF CONTRACT: From July 1, 2009 through June 30, 2010. The district reserves the right to extend the contract for multiple years with multiple years of funding through E-Rate.

DELIVERY OF GOODS: Must be on or after July 1, 2009 for E-RATE fund purchases.

PRICE INCREASES: Prices for this type for contract are firm for the term of this contract. Prices may be decreased at any time after award. Throughout the term of the contract, charges shall not exceed the contract prices. If prices are affected by statute, regulation, administrative or judicial order, vendors may not include additional costs in billing to the end user. Vendors must first provide Dallas County Schools written justification for increase and Dallas County Schools must make a determination of applicability of the increase to the contract. In the event a vendor offers or provides a decrease in rates to its customers or potential customers for the same services provided for Dallas County Schools pursuant to its contract, the vendor must provide the same decrease in rates for Dallas County Schools. It is recommended that the vendor provide said rate decreases voluntarily. If Dallas County Schools learns of a decrease in rates from a source other than the vendor, the vendor shall credit Dallas County Schools with the difference between Dallas County Schools' contracted rate and the decreased rate from the date of said decrease or the vendor's contract will be subject to cancellation at the discretion of Dallas County Schools. Any charges not proposed but required to make this service viable will be considered a hidden cost and will be provided by the vendor at no additional cost to Dallas County Schools for the term of the contract.

RATES FOR DALLAS COUNTY SCHOOLS: Proposals must include specific unit rates for Dallas County Schools, price extensions, and specific one time costs. Pricing provided by a vendor's schedules of services will not be considered as responsible bid.

PRICING: Pricing must be valid for District purchases after E-Rate funding.

FUNDING OUT: Any purchase order, including a blanket purchase order, is contingent upon the continued appropriation of funding.

SPIN: Vendor must have an E-rate Service Provider Identification Number (SPIN).

DIR/TEXAN 2000: Vendor must be State of Texas DIR/TEXAN 2000 approved listing.

INVOICE AND BILLING: All invoicing and billing shall be done as per E-Rate rules and regulations.

HISTORICAL INFORMATION: Vendor must supply historical information about the company included in the proposal.

POINT OF CONTACT: Vendor contact names, addresses, phone numbers, email and fax numbers are listed at the end of contract.

ORIGINATION OF ORDERS: Vendor will retain all responsibility for quality and continuity of service even if a subcontractor is used.

NON ERATE PURCHASING: Dallas County Schools may elect to purchase items proposed in any quantity anytime after the award of the contract through **June 30, 2010**.

STANDARD TERMS AND CONDITIONS

Terms and conditions are requirements that are binding upon the vendor awarded the proposal and form a part of all contract documents and a part of the terms of all purchase orders for items included in the specifications and proposal forms issued herewith. They communicate the district's expectations in regards to the vendor's performance in connection with any DALLAS COUNTY SCHOOLS purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly packed as follows: (a) Seller's name and address: (b) Consignee's name, address and Purchase Order Number (c) Total number of containers, e.g. box 1 of 4 boxes; and Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count shall be final on vehicles delivered without any type of delivery ticket.
2. **Shipment Under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of designated delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight prepaid for single or various locations within Dallas County.
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 21, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Purchase Orders:** Contracts for purchase will be put into effect by means of a written purchase order executed by the DALLAS COUNTY SCHOOLS' Purchasing Department. Any deviations from this must be pre-approved in writing through the Purchasing Department **only**.
8. **Invoices and Payments:**
 - a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized, and transportation charges, if authorized, shall be listed separately. A copy of the bill of lading, and the freight weight bill, when applicable, should be attached to the invoice.
 - b) Mail to: **DALLAS COUNTY SCHOOLS, Attn: Accounts Payable, P. O. Box 227177, Dallas, TX 75222-7177**. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Purchasing Department advised of any changes in remittance address
 - c) **Do not include Federal Excise, State or City Sales Tax. DALLAS COUNTY SCHOOLS shall furnish tax exemption certificate, if required. If it is determined that tax is included in PROPOSAL, it will disqualify the vendor.**
9. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, economic opportunity, future employment, loan, gratuity, special discount, trip, favor, service or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of DALLAS COUNTY SCHOOLS with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event Buyer cancels this contract pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
10. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **Warranty Price:**
 - a) Please include written explanation of warranty terms. This must include any and all time lengths, any extension at no-charge, when the warranty period begins and ends. Please include any programs advantageous for DALLAS COUNTY SCHOOLS.
 - b) The price to be paid by the Buyer shall be that contained in Seller's proposal. The Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, others shall reduce the prices of the items to the Seller's current prices on orders, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

- c) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.
12. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the **REQUEST FOR PROPOSAL** and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and/or descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void at the option of the Buyer.
13. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within **five (5) business days**, correction made by Buyer will be at Seller's expense.
14. **No Warranty By Buyer Against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
15. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
16. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
17. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "**Notice of Termination**" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
18. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable, wholly or in part to, carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance

of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

19. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
20. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
21. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents. Any and/or all contract changes must be made through the Purchasing Department.
22. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
23. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
24. **Advertising:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Written requests from vendor must be sent to the Purchasing Department for approval or disapproval.
25. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within **five (5)** business days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
26. **Venue:** Both parties agree that venue for any litigation arising from this contract

Shall lie in Dallas County, Texas.

27. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.

SPECIAL TERMS AND CONDITIONS

The following special terms and conditions are used in this **REQUEST FOR PROPOSAL:**

1. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms conditions, or specifications of the contract, DALLAS COUNTY SCHOOLS reserves the right to:
 - a) Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
 - b) Deduct such charges from existing invoice totals due at the time, or
 - c) Cancel the contract within thirty **(30)** days written notification of intent
 - d) Re-propose the contract due to price increase(s) or any variation from specifications

2. **Right To Investigate**
 - a) Capacity
 - b) Financial Information
 - c) Business Records (Federally Funded Contracts)

3. **Vendor Qualification:** Vendors shall be required to prove their qualifications concerning the following criteria:
 - a) Financial capabilities
 - b) Bonding status
 - c) Ability to fulfill and abide by the terms and specifications
 - d) Quality and stability of product and sources
 - e) Vendor must provide copies of current certification and/or licenses, when applicable with proposal.

4. **Material Safety Data Sheets (MSDS):** DALLAS COUNTY SCHOOLS requires product verification in the form of MSDS reports submitted at the time of the PROPOSAL opening and on any product offered by a vendor as an alternate to the Specifications.

5. **Proposals**

- a) Proposals included in this packet must be completed in their entirety and returned along with any and all other information requested.
- b) Proposals must show the full name and address of the Vendor. Failure to manually sign proposal will disqualify it.

**SCOPE OF WORK
Products & Services**

Telecommunications Services: POTS, TOLL, ISDN, T-1, GIGABIT ETHERNET

POTS Plain Old Telephone Service. 98 voice lines requested for service centers and DCS Administration offices (See list of locations below) to include caller ID, calling features, voice mail.

Standard business class access lines used for legacy applications such as fax machines or direct lines

Price per line: _____ per month for recurring charges.

Price per line: _____ one time installation and order charges.

Surcharges and Fees per line: _____ per month for recurring charges.

Centrex service:

Long Distance Service:

**Interstate Rate: _____ billing
increment: _____**

Intrastate Rate: _____ billing increment: _____

**Minimum annual commitment (enter \$0.00 if
none): _____**

ISDN Digital Voice and Data Service

Integrated Services Digital Network Primary Rate Interface service (ISDN PRI) used at various Dallas County Schools' facilities for voice, data, and video services.

Price per line:_____ per month for recurring charges.

Price per line:_____ one time installation and order charges.

Surcharges and Fees per line:_____ per month for recurring charges.

Direct Inward Dialing (DID #)

Price per block of 100:_____ per month for recurring charges.

Integrated Services Digital Network Basic Rate Interface service (ISDN BRI) used at various district facilities for voice, data, and video services.

Price per line:_____ per month for recurring charges.

Price per line:_____ one time installation and order charges.

Surcharges and Fees per line:_____ per month for recurring charges.

Other PRI/DID#/BRI related charges:

Digital Transmission Services

Point-to-Point digital data circuits at 1.54 Mbps (T1) and dedicated, fiber-optic, point to point non-switched full duplex, gigabit Ethernet, scalable to 10 gigabit Ethernet. Typical usage includes connection between service centers and core district services as well as between district facilities and service providers. Service shall not filter or otherwise block any standard Ethernet protocol. The successful bidder must demonstrate quality and reliability of each link to 99.999 reliability, including bandwidth test, ping tests and traffic tests.

Provide a 1000Base-SX SC type short haul multi or 1000Base-LX SC single mode fiber hand-off at each end of circuit for connection directly to the DCS's existing network switches.

Transport shall be by state-of-the-art digital technologies and components currently available to insure sustainable communications.

The proposed cost must be all-inclusive to include, but not limited to, equipment costs, line charges, port charges, PVC charges, and all installation costs. All terminating equipment and support materials shall be included. No additional construction or installation costs shall apply. Dallas County Schools will not incur any additional expense for placement of entrance fiber and/or conduit.

Vendor must include cost to MOVE connections from DMARC in current location to new administration office location and BC/DR site.

Provider must proactively monitor the network service 24 hours per day, 7 days per week of the term of the contract, and make network performance monitoring tools available to the district's technical staff. Provide complete on-site maintenance and support with a 4-hour response time, 8:00 a.m. – 4:30 p.m., Monday – Friday. Advance notice shall be provided to Dallas County Schools Network Services staff when any outage is planned for any reason. Dallas County Schools staff shall also be notified in a timely manner of unexpected outages of more than a momentary nature.

Must be able to upgrade to new technologies within the contract period without service termination liabilities.

Successful vendor must have a significant local presence with sufficient technical resources and experienced technicians housed in Dallas, Texas to assure prompt response and resolution to problems. In addition, all troubleshooting and analysis must be included as part of the monthly service fees. Vendor shall further provide direct support to district network staff without routinely involving third parties or other entities not part of vendor's organization.

**SITE SPECIFIC DETAILS
DALLAS COUNTY SCHOOLS 2010-11**

T-1: Requesting 9 T-1s for connectivity to Service Centers

Price per line:_____ per month for recurring charges.

Price per line:_____ one time installation and order charges.

Dedicated non-switched gigabit Ethernet: See List of locations below

Price per line:_____ per month for recurring charges.

Price per line:_____ one time installation and order charges.

Vendor may include on their company letterhead detailed pricing per location associated with these services.

_____ Vendor must include on their company letterhead an exact list of product(s) or service(s) for this RFP that are to be delivered to the District.

No Switching or hidden fees will be incurred by Dallas County Schools.

- **No hidden fees will be incurred by Dallas County Schools.**
- **Subject to E-RATE funding approval.**
- **Subject to governing board approval after receipt of funding approval.**

SITE LOCATIONS:

	Address	City	ST	Zip	Circuit Code
SERVICE CENTERS:					
Carrollton/Farmers Branch	1505 Randolph	Carrollton	TX	75006	
Coppell	1201 Wrangler Circle	Coppell	TX	75019	
Irving	3211 W. Pioneer	Irving	TX	75061	
Kleberg	12728 Garden Grove	Dallas	TX	75253	Y-1
Lawnview	4600 Lawnview	Dallas	TX	75229	Y-1
North Beckley	1710 N Beckley	Dallas	TX	75203	Y-1
North Dallas	2455 Rentzel	Dallas	TX	75220	Y-1
Pat Roney	3001 W Wintergreen Rd	Lancaster	TX	75134	Y-1
Richardson	900 S Greenville Rd	Richardson	TX	75081	Y-1
Richardson	400 S Greenville Rd	Richardson	TX	75081	Y-1
Shields	111 E Davis	Dallas	TX	75203	Y-1

	Address	City	ST	Zip	Circuit Code
SCHOOL DISTRICT LOCATIONS:					
Aledo	1 Dean Dr	Aledo	TX	76008	Y-2
Aledo - Macannaly	151 FM 5 S	Aledo	TX	76008	AL WAN
Aledo - McCall	400 Scenic Trail	Willow Park	TX	76087	AL WAN
Aledo - Stuard	200 Thunderhead Lane	Aledo	TX	76008	AL WAN
Aledo - Vandergriff	408 FM 1187 S	Aledo	TX	76008	AL WAN
Carroll	3051 Dove Rd	Grapevine	TX	76051	Y-1
Cedar Hill	285 Uptown Blvd	Cedar Hill	TX	75104	Y-2
CFB	2427 Carrick St	Farmers Branch	TX	75234	Y-2
Coppell - HB	1303 Wrangler Dr	Coppell	TX	75019	Y-2
Crandall	400 W Lewis St	Crandall	TX	75114	CR WAN
Crandall	4060 Abbey Rd	Heartland	TX	75126	NEW
Dallas ISD	3700 Ross Ave	Dallas	TX	75204	Y-2

	Address	City	ST	Zip	Circuit Code
DeSoto	616 Eagle Dr	DeSoto	TX	75115	Y-2
Duncanville	103 E Wheatland Rd	Duncanville	TX	75116	Y-2
Garland - HB	410 Stadium Dr	Garland	TX	75040	Y-2
Grand Prairie	2602 S Belt Line Rd	Grand Prairie	TX	75052	Y-2
Highland Park	7015 Westchester Dr	Highland Park	TX	75205	Y-2
Irving - HB	2621 W Airport Frwy	Irving	TX	75062	Y-2
Lancaster	1005 W Ridge	Lancaster	TX	75146	Y-2
Library RRRC	2007 Randoll	Dallas	TX	75201	Y-2
Mesquite	2501 Memorial Pkwy	Mesquite	TX	75149	Y-2
Richardson	2100 E Campbell Rd	Richardson	TX	75081	Y-2
Sunnyvale	417 Tripp Rd	Sunnyvale	TX	75182	Y-2
Waxahachie	1000 Highway 77N	Waxahachie	TX	75165	NEW
Maypearl	400 Panther Lane	Maypearl	TX	76064	NEW
Harris County Dept of Education	6300 Irvington Blvd	Houston	TX	77022	NEW
Italy ISD	300 South College	Italy	TX	76651	NEW
Plano ISD	2700 W 15th Street	Plano	TX	75075	NEW
Palmer ISD	418 W Jefferson Street	Palmer	TX	75152	NEW
DATA CENTERS:					
DCS CENTRAL OFFICE	612 N Zang Blvd	Dallas	TX	75208	
DataBank	400 S Akard	Dallas	TX	75201	

Circuit codes:

Y-1 Existing multi-year contract through 6/30/2014. Services for 100MB Ethernet to 612 Zang Blvd, Dallas, TX

Y-2 Existing multi-year contract through 6/30/2014. Services for 100MB Ethernet to both 612 Zang Blvd, Dallas TX and 400 S Akard, Dallas, TX.

AL WAN-Existing multi-year contract through 6/30/2014. Services for 100MB Wide Area Network for Aledo ISD, TX

CR WAN-Existing multi-year contract through 6/30/2014. Services for 100MB Wide Area Network for Crandall ISD, TX

NEW-New Service. 1000MBPS Ethernet to 612 N. Zang, Dallas, TX and to 400 S Akard

INITIAL PERIOD: _____

ADDITIONAL PERIOD: _____

_____ Vendor must include on their company letterhead an exact list of product(s) or service(s) for this RFP that are to be delivered to the District.

_____ Vendor must include on their company letterhead their hourly rate for repairs not covered under warranty. i.e. – dispatch time, materials and or extra service.

- No hidden fees will be incurred by Dallas County Schools.
- Subject to E-Rate funding approval.
- Subject to governing board approval after receipt of funding approval.

Vendors hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity or inside dealings with any member of the staff of the Dallas County Schools or its Board of Trustees.

COMPANY: _____

SIGNATURE OF PERSON BIDDING: _____

Printed NAME OF PERSON BIDDING: _____

EMAIL ADDRESS OF PERSON BIDDING: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____ ZIP _____

PHONE: _____ DATE: _____

SPIN NUMBER: _____

DIR CONTRACT NUMBER: _____

TEX-AN 2000 contract # _____

13. Acceptance

Acceptance of bidder's submittal will be in the form of an award letter, contract, and purchase order.

14. MINIMUM INSURANCE REQUIREMENTS SCHEDULE

Vendor shall purchase and maintain in force at all times during the term of the contract, until the project is finally completed and accepted by Owner, insurance covering: Bodily injury and property damage liability insurance in at least the following types with the minimum limits as **checked** below:

Commercial General Liability

General Aggregate Limit	\$1,000,000
Product/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence Limit	\$ 500,000

Automobile Liability covering owned, non-owned, and hired automobiles

Combined Single Limit	\$1,000,000
-----------------------	-------------

NO PROPOSAL FORM

(TO BE RETURNED TO DCS IF APPLICABLE)

NO PROPOSAL ACKNOWLEDGEMENT FORM:

The undersigned affirms that they are an authorized representative of the company, corporation, firm or partnership stated below and wishes **not** to submit a Proposal at this time; and in submitting this form **will** remain on the vendors list:

Vendor _____

Street Address _____

City, State, ZIP _____

Phone _____

Fax Number _____

Signature of Company Official Authorizing This "No Proposal" _____

Company Official (Print Name) _____

Official Position _____

Date _____

Area(s) of Interest _____

Note: This form must be submitted by the due date for this Request for Proposal.

PROPOSAL FORMS

**MUST BE RETURNED TO DCS WITH PROPOSAL(S) TO BE CONSIDERED.
PROPOSALS SUBMITTED WITHOUT THIS FORM WILL BE CONSIDERED NULL
AND VOID, AND THEREFORE UNACCEPTABLE**

PROPOSAL ACKNOWLEDGMENT FORM:

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

Vendor _____

Street Address _____

City, State, ZIP _____

Phone _____

Fax Number _____

Signature of Company Official Authorizing This Proposal _____

Company Official (Print Name) _____

Official Position _____

Date _____

**MUST BE RETURNED TO DCS WITH PROPOSAL(S) TO BE CONSIDERED.
PROPOSALS SUBMITTED WITHOUT THIS FORM WILL BE CONSIDERED NULL
AND VOID AND THEREFORE UNACCEPTABLE.**

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

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

This Notice Is Not Required of a Publicly Held Corporation

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

Vendor's Name

Authorized Company Official's Name (Printed)

Signature of Company Official
(My firm is a publicly held corporation; therefore, this reporting requirement is not applicable).

Signature of Company Official
(My firm is not owned nor operated by anyone who has been convicted of a felony):

Signature of Company Official
(My firm is owned or operated by the following individual(s) who has/have been convicted of a felony)

Name of Felon(s):

Details of Conviction(s): (additional sheets may be attached)

Signature of Company Official:

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.

Contractors receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this vendor:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§.36)

NON-COLLUSION DISCLOSURE

I am the manager, secretary or other agent or officer of the principal of the vendor in the matter of the proposals to which this disclosure is attached, and I have full knowledge of the relations of the vendor with the other firms in this same line of business, and the vendor is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

Vendor Name: _____

Vendor Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

If applicable, attached Form CIQ must be filed by vendor with Dallas County Schools no later than the seventh business day after vendor submits vendor's response to the RFP. See Section 176.006, Local Government Code.

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Codes.</p> <p>A person commits an offense if the person violates Sections 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	Office Use Only Date Received
1. Name of person doing business with local governmental entity.	
2. ___ Check this blank if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a). Local Government Code is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendation to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5. Name of local governmental officer with who filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with who the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer names in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of Interest.

7.

Signature of person doing business with the governmental entity

Date