REQUEST FOR PROPOSALS FOR SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD-PARTY NETWORK PROJECT
NO. RFP# 2025-012

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
Chris Steinbruck, Superintendent of Schools

DELIVER SEALED PROPOSALS TO:
Flour Bluff Independent School District
Attn: Arti Bhakta
2505 Waldron Road,
Corpus Christi, TX 78418

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS
FOR FLOUR BLUFF ISD SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

Date: October 27, 2026

NOTICE TO PROPOSERS:

Flour Bluff Independent School District (FBISD) is soliciting **sealed proposals** for **Seven (7) Wide Area Network (WAN) Circuits**. Specifications and requirements are detailed in **Section 8.0** of the Request for Proposals (RFP) document.

The RFP includes instructions for preparing and submitting proposals, the evaluation criteria for vendor selection, and the contractual terms and conditions that will govern the agreement between FBISD and the awarded vendor.

It is the intent of Flour Bluff Independent School District to award a contract to the vendor or vendors whose proposal(s) are determined to be **most advantageous to the District**, considering price, service, and overall best value.

General Information:

PROPOSALS DUE: 10:00 am CST on January 12, 2027
REQUEST FOR PROPOSALS FOR:
FOR SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT

The evaluation criteria specified herein will be used to determine which Proposal represents the best value for the District. The District reserves the right to request additional information. The District reserves the right to accept or reject any or all responses, to waive all technicalities, and to accept the proposal(s) that are determined to represent the best value for the District.

By providing a Proposal, each firm agrees to waive any claim it has or may have against the District, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements in the bid package, acceptance or rejection of any Proposal and award of a contract. The ranking/selection of the proposed Proposal(s) will be presented to the Board, and the Board may delegate authority to Administration to negotiate, finalize, and execute a contract.

Proposals and the pricing therein must be held open for one hundred and eighty (180) days following the deadline for receipt of the Proposals.

INSTRUCTION TO PROPOSERS

The Flour Bluff Independent School District is soliciting sealed proposals for seven (7) WAN circuits. See Section 8.0 for details. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the Flour Bluff Independent School District intends to govern the relationship between it and the selected Vendor. It is the intention of the Flour Bluff Independent School District to award the contract to the company or companies that appear most advantageous to the District.

Contact Person: Arti Bhakta, Purchasing Agent, 361-694-9215

Proposals are due on January 12, 2027, at 10:00 AM

Proposals may be hand-delivered to the District Administration Building located at

2505 Waldron Road, Corpus Christi, TX 78418.

Proposals may be mailed to

Flour Bluff Independent School District
Attention: Arti Bhakta
2505 Waldron Road,
Corpus Christi, TX 78418

Envelope must be clearly labeled with the following information:
Name of Bidder
Address of Bidder
RFP # 2025-012
FAXED PROPOSALS WILL NOT BE ACCEPTED.

Mandatory Walkthrough

All vendors interested in bidding on this project are required to attend a walkthrough on November 16, 2026, at 10:00 a.m. Vendors will meet Mario Salinas at the FBISD Administration Building located at 2505 Waldron Road. For questions about the walkthrough logistics only, please contact Arti Bhakta, abhakta@flourbluffschools.net.

Submittal Schedule

Event	Date
First ad publication in newspaper	October 27, 2026
Second ad publication in newspaper	November 3, 2026
Mandatory Walkthrough	November 16, 2026 at 10:00am
Deadline to submit questions/request for clarification regarding the RFP	December 8, 2026 at 5:00pm
Issuance of Addendum responding to questions/requests for clarification to RFP	December 9, 2026 at 5:00pm
Deadline to Submit Proposals	January 12, 2027 at 10:00am

1.0 General Information

1.1 Communication with the Flour Bluff Independent School District: It is the responsibility of the bidder to inquire about any requirements of this RFP that are not understood. All questions must be submitted exclusively through the Beacon procurement platform, accessible through the District's Purchasing webpage at https://flourbluffschools.net/finance-dept/purchasing/. Questions submitted by email, telephone, or any other method will not be accepted. The deadline for submitting questions is December 8, 2026, by 5:00 pm. Responses will be posted on the Beacon platform by 5:00 pm on December 9, 2026. Any substantial changes or clarifications to the RFP will be issued through addenda posted on the Beacon platform. The District will be bound only by written responses and addenda officially posted on the Beacon platform.

1.2 Award of Proposal:

Flour Bluff ISD Board of Trustees reserves the right to award this proposal on an item-by-item basis or a group of items. Flour Bluff ISD reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Flour Bluff ISD will conduct a comprehensive, fair and impartial evaluation of all Proposals and will analyze each Proposal to determine overall responsiveness and completeness. The District, in its sole discretion, may deem a Proposal non-responsive if the Proposer fails to comply with the instructions in this RFP or submits an incomplete Proposal. The District may, in its sole discretion, disqualify non-responsive proposals from further evaluation.

The District will present the best-value proposal to the Board of Trustees for approval. Any award is contingent upon Board approval. After Board approval, the District and the selected vendor will execute a contract before the District files FCC Form 471, as required by E-rate rules. The contract will be contingent upon the District receiving an acceptable E-rate funding commitment from USAC. The vendor shall not begin work or incur costs until the District issues a written notice to proceed.

1.3 Confidentiality: Proposals submitted to Flour Bluff ISD are subject to the Texas Public Information Act (Texas Government Code, Chapter 552). Flour Bluff ISD will not release proposal contents until evaluations are complete and an award has been made. After award, proposals may be released to any member of the public, including news media and competitors, as required by law.

Pricing, and any other information that is an integral part of the offer, will not be treated as confidential after award. Proposers that consider any part of their proposal to be a trade secret or proprietary shall clearly mark those pages "Confidential." If a public information request covers marked material, Flour Bluff ISD will notify the Proposer and follow the Texas Attorney General ruling process under the Act. Flour Bluff ISD is not responsible for the release of information that is not marked, or that the Attorney General determines must be released.

Proposals and related records may also be provided to the Universal Service Administrative Company (USAC) and the FCC as required by E-rate program rules.

1.4 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.5 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any sub-vendor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency including, but not limited to the FCC and USAC. Submission is also an agreement that Flour Bluff ISD will be notified of any change in this status.

1.6 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's proposal.

1.7 Proposal Validity: All proposals, including proposed pricing, shall remain firm and valid for a minimum of 180 calendar days following the proposal submission deadline. Upon contract execution, awarded pricing shall remain firm for the duration specified in the executed agreement.

1.8 Errors: Proposals may be withdrawn or amended by bidders at any time prior to the proposal opening. If a significant mistake has been made by the apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

2.0 General Terms and Conditions

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of Flour Bluff ISD and the Vendor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: If the Vendor needs clarification of, or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification or approval from Arti Bhakta, Flour Bluff Independent School District, 2505 Waldron Road, Corpus Christi TX 78418 or at abhakta@flourbluffschools.net.

2.4 Litigation: The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of laws principles. The Vendor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Texas.

2.5 Tax Exemption: The Flour Bluff Independent School District is a governmental entity and is exempt from the payment of Federal Excise Taxes on articles not for resale, the Federal Transportation Tax on all shipments, and state sales tax. The vendor and sub vendor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required.

2.6 Equal Opportunity: In the execution of the contract, the Vendor and all sub vendors agree, consistent with Flour Bluff ISD policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

2.7 Independent Vendor: Whether the Vendor is a corporation, partnership or other legal entity, the Vendor is an independent vendor. The manner in which services are performed shall be controlled by the Vendor, however, the nature of the services and the results to be achieved shall be specified by the Flour Bluff Independent School District. The Vendor is not to be deemed an employee or agent of Flour Bluff ISD and has no authority to make any binding commitments or obligations on behalf of Flour Bluff ISD except as expressly provided herein.

2.8 Indemnification: The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify Flour Bluff ISD and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by Flour Bluff ISD or for which Flour Bluff ISD may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Vendor or any sub vendor under this agreement.

2.9 Quantities: The quantities shown on this request are based on estimated needs. Flour Bluff ISD reserves the right to adjust quantities up or down to meet actual needs.

2.10 Payment: It is the District's desire to use **Service Provider Invoicing (SPI)** for all services and equipment related to this RFP. If a vendor is unable or unwilling to provide Service Provider Invoicing, the vendor must notify the District in their response to this RFP. If SPI is selected, the vendor agrees to invoice USAC directly for the E-rate discounted portion and invoice the District only for its non-discount share. Payment of the undiscounted portion of the project will be made upon receipt of a correct invoice for goods and/or services that have been delivered, installed and

accepted. A vendor may submit an invoice for partial installation. All materials must be installed, inspected, and approved by Flour Bluff ISD prior to final payment. If materials are damaged during installation, the vendor must replace the product with like product prior to final payment.

2.11 Cancellation: Flour Bluff ISD may cancel this contract at any time, without pecuniary risk or penalty, by giving the vendor written notice of its intent to cancel. If the vendor fails to fulfill or abide by the terms, conditions, or specifications of this contract, Flour Bluff ISD may cancel the contract upon thirty (30) days' written notice to the vendor.

3.0 Insurance

3.1 Liability Insurance: Vendor must provide evidence of liability and workers comp insurance with this proposal. Flour Bluff ISD retains the right of approval for insurance coverage. Flour Bluff ISD shall be named as an Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the Flour Bluff ISD. Certificates shall be filed prior to the date of performance under this Agreement.

4.0 Evaluation Process

Flour Bluff ISD will award the contract to the responsible service provider who best meets the needs of the District, applying the Best Value concept as outlined in Texas Education Code 44.031(b).

4.1 Evaluation Criteria and Weight Matrix
All responsive proposals, whether submitted under Option 1, Option 2, or both, will be evaluated together using the weighted criteria below. The proposal to receive the highest total score will be considered the best value to the District and will be recommended for award. Price of E-rate eligible goods and services will be the most heavily weighted criterion. Each proposal's 20-year Total Cost of Ownership, calculated as described in Section 8.0, will be considered under the "Long-Term Cost to the District" criterion.

	Evaluation Criteria	**Description**	**Weight (Pts)**
1.	Cost of Eligible Goods and Services	Total evaluated cost of eligible goods and services under E-rate, including one-time and recurring charges.	45
2.	Quality and Reliability of Technical Solution	Quality of proposed design, scalability, compliance with specifications, and reliability of solution.	20
3.	Vendor Reputation and Experience	Vendor's reputation, past performance with FBISD or other K-12 districts, and references.	20
4.	Extent to Which the Proposal Meets District Needs	How well the proposal aligns with FBISD's current and future operational, instructional, and technical requirements.	10
5.	Long-Term Cost to the District	Consideration of total cost of ownership, including maintenance, serviceability, and sustainability.	5

Note: Evaluation scores will be aggregated by the committee, and the highest cumulative score will represent the proposal offering the best overall value to the District.

4.1A Evaluation Scoring Methodology

All responsive proposals shall be evaluated consistently using the published 100-point matrix. Evaluators shall document the rationale for each score and retain supporting records.

Eligible Cost (45 points): Lowest evaluated eligible cost receives 45 points; other responsive bids receive (lowest evaluated eligible cost / bidder evaluated eligible cost) × 45. Apply identical District-established pricing quantities and assumptions to all bids.

Technical Quality (20 points): mandatory specification compliance (8); architecture/capacity/scalability (5); construction/materials/reliability (4); testing/documentation/warranty (3).

Vendor Reputation and Experience (20 points): comparable WAN projects (8); references and past performance (6); personnel/subcontractor qualifications (4); completion and support capabilities (2).

District Needs (10 points): infrastructure compatibility (4); implementation and operations (3); future flexibility (3).

Long-Term Cost (5 points): documented 20-year TCO and all ineligible costs such as district self-maintenance for self-provisioned solutions. This category shall be evaluated separately from eligible-price scoring to avoid double counting.

Eligible service price shall remain the primary factor in accordance with applicable E-rate competitive-bidding rules. The District shall apply a uniform scoring rubric and document all evaluations.

4.1B Mandatory Bid Submittals:

- Signed forms and SPIN
- Proof of Insurance
- Site-by-site route and strand diagrams as applicable to the option(s) proposed.
- Equipment BOM and optics budget as applicable to the option(s) proposed.
- Project schedule and permitting plan as applicable to the option(s) proposed.
- References for comparable K-12 work
- Subcontractor roster
- Warranties and maintenance options
- Exceptions and separately priced alternates.

Pricing for the option(s) proposed, itemized as required in Sections 8.1, 8.2.5 and Category 1 Network Equipment.
Clarifications shall not be used to permit a bidder to materially rewrite its bid after deadline.

4.2 Disqualification Criteria

The following criteria will be used by the District to disqualify a bid .

- Bids submitted via fax

- Non-responsive proposals (see 1.2)
- Responses that do not include pricing for specific services or equipment requested in this RFP for the option(s) proposed.
- Bids that do not include site- or project-specific details, and/or are not responsive to the applicant's requests
- Absence of valid Service Provider Identification Number (SPIN)
- Absence of current FCC Form 473, Service Provider Annual Certification (SPAC) on file with USAC/SLD.
- FCC-Light Status of Red

5.0 Basis of Award:

Flour Bluff ISD reserves the right to reject any or all proposals, or to award a contract based on initial offers without discussions or clarifications. Proposers should therefore submit their best price and technical response in their initial proposal.

6.0 Flour Bluff ISD Obligations:

Flour Bluff ISD accepts no obligations for costs incurred by vendors responding to this RFP or on being awarded the contract. Flour Bluff ISD reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of Flour Bluff ISD's official files. Retention of these proposals does not obligate Flour Bluff ISD to any action. Flour Bluff ISD reserves the right to reject any and all proposals received.

7.0 Default Conditions:

Flour Bluff ISD may terminate this contract on five (5) days' written notice if the vendor:

- fails to cure a breach within thirty (30) days after receiving written notice.
- becomes insolvent;
- enters voluntary or involuntary bankruptcy or receivership proceedings; or
- makes an assignment for the benefit of creditors.

This right is in addition to any other rights or remedies Flour Bluff ISD has under this contract or by law.

Upon termination, Flour Bluff ISD shall be relieved of all further obligations under this contract. Its only remaining obligation is to pay for services and equipment the vendor delivered and Flour Bluff ISD accepted before the termination date, at no more than the contract rate. The vendor shall be liable for all costs above the contract price that Flour Bluff ISD incurs to complete or obtain the services described in this RFP.

If Flour Bluff ISD waives, delays, or does not enforce any provision, that does not affect its right to require strict performance of that provision or any other obligation under this contract.

E-rate Contract Terms

The contract may be subject to Flour Bluff ISD receiving E-rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-rate 2027 funding year ending June 30, 2028, or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

1. Only proposers holding a valid Service Provider Identification Number (SPIN) are eligible to respond to this RFP. Entities holding "Red-Light Status" with the FCC or are under any state of debarment as stated in the "Debarment" section listed above are not eligible to respond to this RFP and no proposals submitted by such entities will be considered.
2. Flour Bluff ISD expects the proposer/Service Provider to make themselves thoroughly familiar with any rules and regulations regarding the E-rate program.
3. All contracts entered into as a result of this RFP may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
4. Once a funding commitment decision letter has been issued the maximum percentage Flour Bluff ISD will be liable for is the pre-discount amount minus the E-rate funded amount.
5. In the event of questions during the E-rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal(s).
6. Flour Bluff ISD reserves the right to deny any or all proposals associated with this RFP, even after E-rate funding approval.
7. Flour Bluff ISD reserves the right to fund, or partially fund (proceed with project or purchase) regardless of E-rate approval.

PROJECT SCOPE AND DETAILS
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

8.0 Scope of Work

- The District is seeking competitive proposals for Category 1 Wide Area Network (WAN) transport services connecting seven (7) district locations to the District Hub located at the District Administration Building (2505 Waldron Rd, Corpus Christi, TX).
- The District requires an initial operational bandwidth of 25 Gbps per WAN circuit, with future scalability to 100 Gbps per circuit. All new passive fiber infrastructure shall support future 100 Gbps service without replacement. Vendors shall provide all equipment and optics necessary for initial 25 Gbps operation and document the 100 Gbps upgrade path, including any required optics, modules, licenses or electronics and separately itemized future upgrade costs. Future upgrades are not part of the initial Base Bid unless expressly identified.
- Respondents may bid on Option 1 (Service Provided Over a Third-Party Network), Option 2 (Self-Provisioned Network), or both. All responsive proposals, regardless of option, will be evaluated together using the criteria in Section 4.1. The District will award to the proposal receiving the highest total score as the best value to the District, in accordance with Texas Education Code §44.031(b) and FCC/USAC E-rate competitive bidding rules. The 20-year Total Cost of Ownership (TCO) described in this section will be used to evaluate the cost criteria in Section 4.1 and to document the cost-effectiveness of the selected solution.

  Target Service Locations
  - Flour Bluff Junior High – 207 Hustlin Hornet Dr.
  - Flour Bluff Intermediate – 377 Hustlin Hornet Dr.
  - Flour Bluff Primary – 537 Hustlin Hornet Dr.
  - Flour Bluff Elementary – 2501 Waldron Rd.
  - Flour Bluff Early Childhood Center – 617 Purdue
  - Flour Bluff High School – 2601 Waldron Rd.
  - CTE / Printshop Building – 2518 Waldron Road
  - Hub Location: District Administration Building – 2505 Waldron Rd.

- In each facility, respondents must extend infrastructure and service to the existing network closet designated by Flour Bluff ISD. Final closet locations will be confirmed during the mandatory walkthrough.

8.1 Option 1 - Leased Lit / Managed Services

- The District seeks bids for fully managed, vendor-owned, and vendor-operated transport circuits from the District Hub to the 7 eligible sites. This is a technology-neutral request (e.g., Leased Lit Fiber, Hybrid, Microwave).

- Bidders under Option 1 must provide itemized pricing including:
    - Non-recurring charges (installation, activation, configuration)
    - Monthly recurring charges per site for 25 Gbps, 40 Gbps, and 100 Gbps bandwidth tiers
    - Term lengths: 3-year, 5-year, and 10-year contract options with optional one-year renewals.
    - Itemized Category 1 equipment required to make the service functional (Part #, description, unit cost)
- If Special Construction is required, bidders must provide the following:
    - Total Special Construction Cost
    - Cost per foot for the fiber bundles
    - Cost per foot of the fiber installation including, but not limited to splicing, pulling through conduit, hanging on poles
    - Cost per foot of outside plant materials including, but not limited to conduit, handholes, markers, and aerial make ready materials
    - Cost per foot of outside plant installation including, but not limited to trenching, handhole and marker installation, and installation of aerial make ready materials
    - Percent of aerial fiber used in each of the seven circuits
    - Average cost per foot of aerial fiber for each of the seven circuits
    - Percent of direct buried fiber used in each of the seven circuits
    - Average cost per foot of direct buried fiber for each of the seven circuits
    - Percent of fiber buried with underground conduit used in each of the seven circuits
    - Average cost per foot of fiber buried with underground conduit for each of the seven circuits
    - A map file of the proposed fiber route in kmz or printed format.

- **Modulating Electronics & Handoff:** Bidders must specify the physical handoff interface at each site. If the proposed lit service requires District-owned Category 1 networking equipment (switches, optical transceivers, patch cables) to achieve the required 25 Gbps throughput, bidders should either include these items in their Option 1 bid or provide a complete itemized bill of materials under the Category 1 Network Equipment section.

8.2 Option 2 - Self Provisioning Circuits (District Owned Infrastructure)

The District seeks a turnkey District-owned OS2 single-mode WAN comprising seven (7) dedicated point-to-point logical fiber paths from the NOC at 2505 Waldron Rd. to the seven identified sites. Shared physical trunk infrastructure is permitted where specifically described, provided dedicated strands for each site are reserved, mapped and tested end-to-end. All Base Bid underground conduit, pull boxes, splice vaults and fiber shall be new; no existing or abandoned pathway may be used or assumed. Submit a separate clearly priced alternate for any proposed reuse or deviation; alternates shall not substitute for the compliant Base Bid.

8.2.1 Underground conduit and crossings

Provide new smooth-wall telecommunications-grade HDPE SDR 11 or engineer-approved equivalent. Standard underground pathways have minimum nominal 2-inch conduit; show actual outside and inside diameters and conduit fill calculations. Provide a dedicated spare conduit on primary trunk routes.
At main roadway crossings, the base Bid shall include two nominal 4-inch HDPE conduits installed using approved trenchless construction methods. All roadway crossings shall comply with applicable City of Corpus Christi permitting requirements, minimum cover depths, and approved construction standards. Contractor shall be responsible for obtaining all necessary permits and approvals. Any additional protective measures required by the permitting authority shall be included in the Base Bid at no additional cost to the District. All proposed materials and installation methods require District approval.

District design target is at least 36 inches of cover outside roadway jurisdiction, or greater where required by permits, utility separation or engineering. Crossing and longitudinal cover shall follow the governing authority; submit bore profiles and verify utility clearances before work.

Conduit shall be continuous between accessible pull points, joined with manufacturer-approved methods, with long-radius bends, sealed entries, continuous pull tape rated at least 1,250 lb and a continuous insulated copper locating conductor or approved detectable system. Provide accessible tracer-wire test points and continuity test results. Identify and cap spare conduits.
Directional boring shall be used beneath paved public roads unless otherwise authorized in writing. No splice or inaccessible coupling beneath pavement. Contractor is responsible for Texas 811 notification, private utility investigation, permits, traffic control, restoration and protection of existing utilities.

8.2.2 Pull boxes and trunk splice vaults

- Pull boxes shall be no more than 500 linear feet apart measured along actual conduit routing between accessible pull points. Add boxes for bends, branches, crossings, pulling-tension limits and maintenance access, even if spacing is less than 500 feet.
- Standard pull boxes: minimum clear internal 24 x 36 x 24 inches; trunk splice vaults: minimum clear internal 48 x 48 x 36 inches, enlarged as needed for actual cable bending, slack storage and closure servicing. Include engineered load ratings for installation conditions, removable secured lids labeled FIBER OPTIC, internal cable racks and appropriate drainage design. Use concrete, polymer concrete or approved equal; roadway/vehicle loading requires specifically engineered traffic-rated covers and structures.
- Locate splice vaults outside the traveled roadway wherever practicable. All proposed box coordinates, box IDs, conduit entry configurations and pull-point segment lengths must appear on proposal drawings and verified as-builts.

8.2.3 Fiber, 96-strand trunk, splice management and slack

Provide one new 96-strand OS2 single-mode fiber trunk from the District NOC at 2505 Waldron Road across Waldron Road to the District-approved west-side splice vault/distribution point. This crossing trunk shall initially support three (3) District locations with at least twelve (12) dedicated strands per location (36 allocated strands). The remaining sixty (60) strands shall be reserved for future District expansion and shall not be connected to active network electronics. This allocation applies to the Waldron crossing trunk; the seven -location WAN scope elsewhere in this RFP remains unchanged. Identify the three initial connections, routing, assigned strands and all spare strands on proposal diagrams.

All ninety-six (96) strands, including the sixty (60) spares, shall be fully terminated at both ends, individually labeled and tested end-to-end. Include bidirectional OTDR testing at 1310 nm and 1550 nm, calibrated optical insertion-loss testing, continuity/polarity verification and complete native electronic test results. Repair and retest failing strands at no additional cost. All required termination hardware, connectors, splice closures, labeling, testing and labor shall be included in the Base Bid. Spare strands shall remain terminated, protected and available for future use. Separately identify any costs attributable exclusively to future-use capacity for E-rate eligibility review.

8.2.4 Site Restoration and Property Protection

The contractor shall restore all District property, public rights-of-way, pavement, sidewalks, curbs, landscaping, irrigation, drainage and other improvements disturbed or damaged during construction to preconstruction condition or better, consistent with approved permits and applicable governing-authority standards.

Repair or replace damaged asphalt, concrete, sidewalks and curbs using approved methods; restore grading, soil, sod, vegetation and drainage; repair irrigation lines, sprinkler heads and valves and demonstrate proper operation; protect utilities and repair contractor-caused damage at no additional cost to the District.

Document existing conditions with dated preconstruction photographs and provide corresponding post-restoration photographs. Maintain safe pedestrian and vehicle access and remove debris and excess materials. All restoration and contractor-caused repairs shall be included in the Base Bid and subject to District inspection and approval before final acceptance. Install outdoor-rated, water-blocked OS2 single-mode cable appropriate for the route. Each campus connection shall have at least 12 dedicated strands from the NOC to the campus as specified for its route. Identify shared segments and strand assignments; no unspecified oversubscription is permitted.

Terminate the NOC end in labeled fiber distribution hardware. At the west-side underground vault, provide District-approved, environmentally rated termination hardware suitable for below-grade use, with protected, individually identified terminations for all 96 strands and capacity for future connections. Standard indoor patch panels shall not be installed unprotected below grade.

The installed crossing trunk and conduits shall accommodate future connections without replacement.

All permanent field splices shall be fusion splices in a sealed underground-rated closure (IP68 or equivalent environmental performance); splice loss limits and tray capacity shall be stated by bidder and approved by District. Do not place a splice closure directly on the vault floor.

Minimum slack per cable at each intermediate pull box: 25 feet; at trunk splice vault: 50 feet per entering cable leg; at building entrance/MDF: 25 feet; at IDF: 15 feet. Where geometry makes these quantities infeasible, propose a larger vault or seek written approval before construction. Store slack on dedicated racks at manufacturer-compliant bend radius.

Label each cable at every accessible pull point with unique ID, source and destination. Provide durable strand, tray, closure and termination labeling matching splice matrix and as-builts.

8.2.4A Special construction, engineering and permitting

Base Bid is turnkey and shall include route survey, engineering, locates, easements/ROW, environmental review where required, boring, trenching, conduit, boxes, fiber, splicing, building entry, firestopping, testing, pavement/landscape/irrigation restoration and project management. Contractor shall secure necessary permissions as the District's authorized agent, subject to District execution of owner documents.

Submit construction drawings and roadway-crossing details for District review before construction; District review does not relieve contractor of code compliance or design responsibility. Do not change route, depth, materials, box locations or strand assignments without advance written approval.

8.2.5 Bid pricing and E-rate cost allocation

Separately price each of seven campus routes and the shared 96-strand trunk; identify quantities, route feet, strand counts, conduit/box/vault counts, roadway bore feet, splicing, engineering, restoration and permit fees. Provide unit prices for additional work and credits for reductions.

Provide total special construction, cable cost/foot by strand count, conduit and OSP materials cost/foot, installation cost/foot by method, splice vault and road-crossing unit costs, and aerial/direct-buried/ducted percentages and cost/foot (zero if not proposed). Supply KMZ route with boxes and crossing locations.

Itemize additional unlit strand capacity, spare conduit, future expansion and any potentially ineligible cost separately, with reasonable allocation support. Do not assume all excess capacity or future expansion is E-rate eligible. Identify all recurring maintenance and operational charges separately from special construction and network electronics.

Base Bid shall be fixed-price for the stated scope and foreseeable field conditions identified in bid documents/site visit. Differing concealed conditions and owner-directed changes require written scope and cost approval before execution; no verbal change order binds the District.

20-Year TCO Evaluation:

- To ensure a fair and equitable comparison under FCC E-rate rules, the District's bid evaluation will compare the 20-year Total Cost of Ownership (TCO) across all options.
- For Option 1 (Services Provided Over a Third-Party Network): TCO will include all monthly recurring charges (MRC), non-recurring charges (NRC), special construction fees, **and all required Category 1 network electronics/optics (including anticipated equipment refreshes)** necessary to light and operate the service over a 20-year operational period.
- For Option 2 (Self-Provisioned WAN): TCO will include total special construction/capital deployment costs, Category 1 network electronics (including planned hardware refreshes), and an estimated 20-year District operational cost baseline.
- Because all proposed circuit routes are situated on District-owned property—except for one subterranean public street crossing—ongoing operational expenses (pole attachments, municipal ROW fees, and third-party locates) are minimal. The District's internal baseline will reflect:

    - Municipal permitting fees for the public street crossing.
    - An internal emergency repair and cable maintenance reserve.
    - Periodic Category 1 optics/electronics refreshes over the 20-year lifespan.

Category 1 Network Equipment Requirements for Self-Provisioned and Services Provided Over a Third-Party Network (All Options)

Vendors may bid Option 1, Option 2 and/or network electronics separately or together; provide separable line-item pricing and specify whether electronics are vendor-owned and included in managed service or District-owned. No duplicate electronics charges shall be included in an Option 1 service price and a separate equipment bid.

- Provide one (1) site switch per seven campuses and one (1) core/hub switch at the NOC (eight total) where District-owned switches are proposed. List manufacturer, exact SKU, quantities, licensing/support term, end-of-sale/end-of-support status, lead time, rack units, power draw, optics, and installation labor.
- Each site switch shall support at least one dedicated line-rate 25GbE WAN uplink with SFP28-compatible optics and redundant hot-swappable power supplies, and shall provide a documented upgrade path to 100GbE without chassis replacement. Identify 25G and 100G ports, supported transceivers, licenses, modules, and any required upgrade components; separately price future 100G upgrades. The NOC switch shall support at least seven concurrent nonblocking 25GbE WAN terminations plus spare capacity and a feasible path to required 100G aggregate and per-site throughput.
- Submit switch fabric capacity, forwarding performance, supported Layer 2/Layer 3 protocols, routing feature licenses, VLAN/VRF support, link monitoring, management, logging, SNMP/telemetry, role-based access, AAA, secure firmware updates and

support/maintenance options. Specify compatibility with District standards or identify deviations; District shall approve interoperability prior to award.

- Supply the actual calculated optics quantity per topology. For seven simple point-to-point duplex links, the starting quantity is 14 transceivers (two per link), plus separately identified spares and any additional optics required by a documented design; do not impose 28 as an unexplained minimum. Optical module wavelength, reach, connector type, link budget and DOM support must match measured distances and fiber loss. Price 25G optics and optional 40/100G upgrades separately.
- Include configuration, staging, rack installation, labeling, licenses, firmware, interoperability verification, handoff testing, administrator documentation and knowledge transfer. List warranty, advance replacement SLA, software support and renewal costs. Quote eligible and ineligible functionality separately for E-rate review.

Bidders may submit proposals for Option 1, Option 2, and/or Category 1 Network Equipment or any combination of the three categories. Bids that include more than one category (e.g., Option 2 and Category 1 Network Equipment) must clearly delineate between the two categories.

Note About Special Construction
In E-rate terminology**, Special construction** refers to the upfront, non-recurring costs associated with **the installation of new fiber** to or between eligible entities. Proposers may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category 1 support consist of three components:

- construction of network facilities;
- design and engineering; and
- project management.

Note: The term "special construction" does not include Network Equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for Network Equipment and fiber maintenance are eligible for Category 1 support as separate services, but not as special construction.
All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the bids and both a short term and long term cost effectiveness analysis, Flour Bluff ISD will determine which, if any, of the self-provisioned fiber construction, services delivered over a third party, or some combination of solutions is acceptable.

Brands:
Brand names that are included in this proposal request are for descriptive purposes, to indicate the quality, design and utility desired. These specifications are not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this proposal request. Each proposer shall indicate the manufacturer's name and model number of the brands being proposed.

Or Equal:
Whenever any materials, apparatus, equipment or process is indicated or specified by patent or proprietary name and/or manufacturer, the name so indicated shall be deemed and constructed to be followed by the words, “or approved equal or greater”. If an “or equal or greater” is proposed, the proposer will specify what brand, grade, model, etc. of any proposed substitute. The proposer must also provide a specification sheet and picture of the proposed product. The proposer shall clearly state any differences on the proposal sheet, not on an attachment of any kind. Flour Bluff ISD shall determine if the substitution is an equal or greater product after reviewing these items.

Substitutions:
Substitutions of brands after the award are not allowed unless prior approval from Flour Bluff ISD has been received. Substitutions must be submitted to Flour Bluff ISD 30 days prior to substitution. If an item is purchased and later discovered not to meet the original specifications, the vendor shall assume all responsibility and make adjustments as required by the district.

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

9.0 Flour Bluff ISD Responsibilities

Flour Bluff ISD will provide access during the process of the installation to allow the vendor and its employees access to the premises at all reasonable hours or at such hours as the school district and vendor may agree.

It is understood that the vendor will not be held accountable for any delays caused/permitted Flour Bluff ISD.

If the purchase is being made on E-rate-funded equipment or service and Flour Bluff ISD does not receive the full amount of requested E-rate funding, the District has the discretion to nullify and cancel the contract.

10.0 Vendor's Responsibilities

The vendor must provide all supervision, labor, construction tools, equipment, hardware, wiring materials as specified, transportation, construction, unloading, inspecting, and inventory. Whenever in the RFP the terms "provide," "furnish," "supply," or "install," etc. can be interpreted as requiring the vendor both to furnish and/or install materials, unless specifically notified that provisioning/installation of the materials will be handled by the School District, such tasks will be performed by the vendor.
The vendor will;

- Provide for the installation of all conduits and sleeves through firewalls as required meeting codes.
- Install the wire, cable, and any associated hardware in accordance with the manufacturer's specifications,
- Conduct tests and inspections in the presence of the School District personnel after installation has been completed in order that the School District may be assured that the requirement for the installations are met
- Promptly correct all defects for which the vendor is responsible
- Coordinate all work with the School District's contact. This contact will be designated at a future date, before the commencement of the installation.

Upon completion of the work each day, the vendor must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat. Vendors may use subcontractors to perform work. However, all responsibilities rest with the vendor. The vendor will provide the School District with complete detailed test results as outlined in this RFP. The test results must be delivered to the School District prior to payment. The vendor shall describe and provide a written document of the appropriate product and/or cable plant warranty periods and conditions. Access to buildings with children will occur with proper notification to Mario Salinas.

10.1 Circuit Certification and Testing Requirements

The awarded vendor shall perform and document comprehensive testing of all installed fiber optic infrastructure and operational WAN circuits before final District acceptance.

Fiber Optic Infrastructure Testing

All installed and terminated fiber strands shall be tested in accordance with applicable ANSI/TIA, IEC, and manufacturer specifications.
Testing shall include:

- Bidirectional OTDR testing at 1310 nm and 1550 nm for all installed single-mode fiber strands.
- End-to-end optical insertion-loss testing using calibrated light-source and power-meter equipment.
- Verification of fiber continuity, connector polarity, strand assignments, and termination labeling.
- Documentation of splice locations, connector losses, and total measured link attenuation.
- Comparison of measured attenuation against a documented link-loss budget based on actual installed fiber length, splice quantities, connector quantities, and manufacturer specifications.

The vendor shall submit proposed acceptance thresholds and link-loss calculations for District approval before testing. All strands shall meet the approved limits. Any failing strand shall be corrected and retested at no additional cost to the District.

Operational WAN Testing

For each operational WAN circuit, the vendor shall verify:

- Full contracted 25 Gbps line-rate capability at the applicable Ethernet interfaces.
- End-to-end connectivity and error-free operation.
- Throughput, latency, jitter, packet loss, and interface error performance under the District-approved test methodology.
- Proper operation of installed transceivers, switches, and required network configurations.
- Interoperability with the District's designated network infrastructure.

Where the contracted scope includes only passive fiber infrastructure, operational Ethernet testing shall apply only to the extent that the associated electronics and activation are included in the awarded scope.

Testing Documentation and Acceptance

The vendor shall provide PDF reports and original/native electronic test files, including OTDR traces in industry-standard format, optical loss measurements, strand identification, test direction, wavelengths, equipment model, calibration information, and test dates.

All testing shall be completed before final acceptance. Flour Bluff ISD reserves the right to witness testing, perform independent verification, and reject installations that do not meet the approved specifications.

All deficiencies shall be corrected and retested at the vendor's expense. Final payment shall be contingent upon District acceptance of all required test results and documentation.

10.2 As-Built Drawings

Upon completion of the project, the vendor shall provide comprehensive as-built documentation to Flour Bluff ISD, including:

- Provide scaled as-built drawings showing actual installed conduit routes, conduit sizes and counts, route lengths, handholes, splice vaults, fiber counts, terminations and building entry points. Include GPS coordinates for all pull boxes, splice vaults, roadway crossings, major route changes and building entrances; box IDs, dimensions, lid ratings and conduit entry configurations; recorded depths at crossings and designated points; and final bore alignment and profiles.
- Provide digital as-built files in PDF and KMZ formats, and editable CAD or GIS files where developed as part of the project.
- Provide strand allocation, termination and labeling diagrams matching installed components; dated photographs of underground facilities and critical features before concealment, plus internal vault photographs; and complete OTDR, optical loss and tracer-wire test records where applicable.
- Documentation must be submitted and approved before final invoice payment.

All as-built documentation becomes the property of Flour Bluff ISD and shall reflect actual field conditions verified after project completion.

EXHIBIT A
REQUIRED FORM - PROPOSAL FORM
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

The Proposal shall be concise and complete, with clearly tabbed sections corresponding to each requirement listed below. The District requires **three (3) versions of the Proposal: one (1) printed original clearly marked "Original," one (1) printed copy clearly marked "Copy," and one (1) electronic copy on a USB flash drive.** All three shall contain the same information and be submitted together in a sealed package.
There is no restriction on the number of pages, including Required Forms in Exhibits B–H. The Proposal shall include all information requested below.

GENERAL INFORMATION

a. Legal name of the company: _____

b. Authorized point of contact for the company:

   Name:_____ Cell phone:_____

c. Address of office that would be providing services: _____
   _____

d. Telephone number: _____

e. Email:_____

f. Number of years in Business: _____

g. Type of Operation: Individual _____ Partnership _____ Corporation _____

   Limited Liability Company _____ Other _____ (explain: _____)

h. Number of Employees: _____

i. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

j. Does any relationship exist between your company and any of District's officers, employees, whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

EXHIBIT B
REQUIRED FORM – PRICE PROPOSAL
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

PROPOSAL ACKNOWLEDGMENT AND CERTIFICATIONS

The price of E-rate eligible products and services will be evaluated under Criterion 1 and is worth 45 points. This criterion will be weighted more heavily than any other individual evaluation criterion. Any ineligible costs will be identified separately and evaluated in accordance with the published evaluation criteria.

Having carefully reviewed the RFP, specifications, service locations, applicable contract terms, and all issued addenda, the undersigned certifies that the proposer understands the requirements applicable to its proposed solution for a self-provisioned WAN network and/or WAN circuits provided over a third-party network, as requested in this RFP. The proposer acknowledges responsibility for reviewing available site information and completing any site visits or investigations required by the RFP. All questions and requests for clarification must be submitted through the Beacon procurement platform in accordance with the RFP's communication requirements.

By submitting this proposal, the undersigned agrees to and certifies the following:

1. **Proposal Validity.** The proposal, including proposed pricing, will remain open for acceptance for one hundred and eighty (180) calendar days following the proposal submission deadline, unless extended by mutual written agreement.
2. **District's Reservation of Rights.** The District reserves the right to reject any or all proposals, waive minor informalities that do not materially affect the competitive process, and select the proposal determined to be most advantageous to the District in accordance with the published evaluation criteria and applicable requirements.
3. **Contract Execution.** If awarded, the proposer agrees to execute the applicable agreement incorporating the RFP, issued addenda, accepted portions of the proposal, and any mutually agreed written terms. Any exceptions to the proposed contract terms must be clearly identified in the proposal.
4. **Implementation and Service Requirements.** The proposer agrees to meet the installation, testing, acceptance, and service activation requirements and deadlines established in the contract documents. Where applicable, the proposer also agrees to provide ongoing connectivity, maintenance, monitoring, technical support, and service performance throughout the awarded contract term.
5. **Compliance with Solicitation Requirements.** The proposal is submitted subject to the requirements of this RFP and all issued addenda. The proposer has reviewed these documents and has clearly identified any exceptions, assumptions, exclusions, or dependencies affecting its proposed solution, pricing, or implementation schedule.

6. **Complete Scope and Pricing.** The proposer agrees to furnish all labor, supervision, equipment, materials, tools, transportation, installation, configuration, testing, documentation, and other services required by the RFP and applicable to its proposed solution. Pricing must separately identify all applicable one-time and recurring charges, including construction, equipment, installation, activation, maintenance, support, and other required costs, using the pricing schedules and evaluation period specified in the RFP. E-rate eligible and ineligible costs must be separately identified.
7. **Authority to Submit Proposal.** The undersigned is authorized to submit this proposal, make the certifications contained herein, and enter into a contractual relationship on behalf of the responding company.
8. **Accuracy of Information and Certifications.** All statements, representations, pricing, and certifications submitted with this proposal are true, accurate, and complete to the best of the proposer's knowledge. The proposer agrees to promptly notify the District in writing of any material change affecting this information before contract execution.
9. **Independent Proposal and No Collusion.** This proposal has been prepared independently and submitted in good faith, without collusion, price fixing, bid suppression, or other arrangements that restrain competition. Neither the proposer nor anyone acting on its behalf has offered or provided money, gifts, favors, or anything of value to any District trustee, employee, agent, or consultant to obtain improper influence or preferential treatment in connection with this procurement. The proposer agrees to comply with the communication restrictions established in this RFP.
10. **Eligibility and Program Compliance.** The proposer certifies that neither the company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions by any federal department or agency. The proposer agrees to comply with applicable E-rate requirements for the products and services awarded, provide required certifications and supporting documentation, and promptly notify the District of any change affecting its eligibility to perform the contract or participate in the E-rate program.
11. **Proposal Costs and Formation of Contract.** The proposer is responsible for all costs associated with preparing and submitting its proposal and participating in the procurement process. Submission, evaluation, selection, or notice of intent to award does not, by itself, create a contract or authorize the proposer to begin work. No contractual obligation will arise until an agreement has been executed by the authorized representatives of both parties and any required District approvals have been obtained. Work may begin only upon the District's written authorization.

ACKNOWLEDGEMENT

By signing below, the individual represents and warrants on behalf of the Proposer that he/she has authority to submit this Proposal and that all the information contained herein is true to the best of his/her knowledge.

_____

Authorized Signature

Printed Name of Authorized Representative

Title of Authorized Representative

Full Legal Name of Company

Company Address

Company Phone

Email Address of Authorized Representative

Phone # of Authorized Representative

Date

EXHIBIT C
REQUIRED FORM - FELONY CONVICTION NOTICE FORM
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

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 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.

Proposer's Name: _____
(Legal/Official Company Name)

Proposer's Authorized Official's Name: _____
(Please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:
   Signature of Proposer's Official Name: _____
   Date: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.
   Signature of Proposer's Official Name: _____
   Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
   Name of Felon(s): _____
   Detail of Conviction(s): _____
   Signature of Proposal's Official Name: _____
   Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Proposal Response Form).

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for the District pursuant to this RFP on any and all District campuses or facilities. Vendor will not assign individuals to provide services at District campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.

EXHIBIT D
REQUIRED FORM - CERTIFICATE OF RESIDENCY
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Government Code under Chapter 2252, Subchapter A. http://www.capitol.state.tx.us/statutes.gv.toc.htm. This law makes it necessary for the District to determine the residency of its bidders. In part, this law reads as follows:

"Section: 2252.001
(3) 'Non-resident bidder' refers to a person who is not a resident.
(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002
A governmental entity may not award a governmental contract to a nonresident bidder unless that nonresident underbids the lowest Proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that _____
(*Proposer's Legal/Official Company Name*)
is, under Section: 2252.001 (3) and (4), a ___ Resident Bidder _____ Non-resident Bidder.

My or our principal place of business under Section: 2252.001 (3) and (4), is in the City of _____in the state of _____.

If not Texas, does the state have preferential treatment on bids? ☐ Yes ☐ No
If yes, what percentage: _____%

Name of Proposer's Authorized Official: _____
(Type or Print)

Title of Proposer's Authorized Official: _____
(Type or Print)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

EXHIBIT E
REQUIRED FORM - CONFLICT OF INTEREST QUESTIONNAIRE
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

NOTE: THIS FORM MUST BE COMPLETED WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST

EXHIBIT F
REQUIRED FORM - DEBARMENT OR SUSPENSION CERTIFICATION FORM
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

DEBARMENT OR SUSPENSION CERTIFICATION FORM

FEDERAL/NON-FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide disbarment/suspension certification indicating that you are in compliance with the Federal Executive Order Certification below by completing and signing this form.

Debarment:
Federal Executive Order (E.O.) 12549 "Debarment and Suspension requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Proposer's Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone: _____

Name of Proposer's Authorized Official: _____
(Type or Print)

Title of Proposer's Authorized Official: _____
(Type of Print)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

EXHIBIT G
REQUIRED FORM - NON-COLLUSION STATEMENT
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

NON-COLLUSION STATEMENT

"The undersigned affirms that he/she is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposal, 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."

Proposer's Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

Name of Proposer's Authorized Official: _____
(Type or Print)

Title of Proposal's Authorized Official: _____
(Type or Print)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

EXHIBIT H
REQUIRED FORM – CERTIFICATE OF INTERESTED PARTIES
FLOUR BLUFF ISD - SELF-PROVISIONING WAN CIRCUITS AND WAN SERVICE OVER 3RD PARTY NETWORK PROJECT NO.: RFP# 2025-012

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The requirement above applies only to a contract of a district that:

1. Requires an action or vote by the board before the contract may be signed;
2. Has a value of at least $1 million; or
3. Is for services that would require a person to register as a lobbyist under Government Code Chapter 305.
   Tex. Gov't Code 2252.908

The disclosure requirement does not apply to a contract with:

1. A publicly traded business entity, including a wholly owned subsidiary of the entity;
2. An electric utility, as defined by Utilities Code 31.002; or
3. A gas utility, as defined by Utilities Code 121.001.
   Tex. Gov't Code 2252.908(c)(4)–(6)

Filing Process: The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the District.

Form Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800. A sample is attached hereto but must be submitted only.

The contractor certifies that:

____ Form 1295 filing is required and a certification of filing will be provided to the District should we be awarded the contract
_____ Form 1295 filing is not required

_____ _____
Authorized Representative (Print Name) *Title*

_____ _____
Authorized Representative (Signature) *Date*

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

NOTE: THIS DOCUMENT MUST BE EXECUTED ONLINE.