REQUEST FOR PROPOSALS FOR INTERNET ACCESS
RFP# 2027-0108

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 INTERNET ACCESS: RFP# 2027-0108

Date: November 20, 2026

NOTICE TO PROPOSERS:

Flour Bluff Independent School District (FBISD) is soliciting **sealed proposals** for **Internet Access service**. 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 8, 2027
REQUEST FOR PROPOSALS FOR:
INTERNET ACCESS

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 eighty (180) days following the deadline for receipt of the Proposals.

INSTRUCTION TO PROPOSERS

1.0 General Information:

The Flour Bluff Independent School District is soliciting sealed proposals for Internet access. 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 (administrative matters only; all questions about this RFP must be submitted through Beacon, see Section 1.1)

Proposals are due on January 8, 2027, at 10:00 AM CST

Proposals may be hand delivered to the District Administration Building located at 2505 Waldron Road, Corpus Christi, TX 78418. Proposal 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 # 2027-0108 – Internet Access
Submit one (1) signed original and one (1) electronic copy (PDF on a USB flash drive) of the proposal. Electronic submission through the Beacon platform is not accepted.

Proposals will be opened at the District Administration Building, 2505 Waldron Road, after the 10:00 AM CST deadline on January 8, 2027. Only the names of the Proposers will be read aloud; proposal contents and pricing will not be disclosed until after award.

FAXED PROPOSALS WILL NOT BE ACCEPTED.

Submittal Schedule

Event	Date
First ad publication in newspaper	November 20, 2026
Second ad publication in newspaper	November 27, 2026

Deadline to submit questions/request for clarification regarding the RFP	December 16, 2026 at 5:00pm
Issuance of Addendum responding to questions/requests for clarification to RFP	December 18, 2026 at 5:00pm
Deadline to Submit Proposals	January 8, 2027 at 10:00am
Anticipated Board of Trustees award	January 28, 2027

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 16, 2026, by 5:00 pm. Responses will be posted on the Beacon platform by 5:00 pm on December 18, 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.

1.3 Confidentiality: The information contained in proposals submitted for Flour Bluff ISD's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Flour Bluff ISD will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law and Erate rules. Bidders should clearly mark any information considered confidential and/or proprietary.

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: Unless otherwise specified, all proposals shall be valid for 180 days after the due date of the proposal.

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 a Proposer, 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. Vendors must support both SPI (FCC Form 474) and BEAR (FCC Form 472) invoicing at the District's discretion, as required in Section 8.0, item 7. 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 reserves the right to cancel this contract without pecuniary risk or penalty upon written notice of the intent. If at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of this contract, Flour Bluff ISD reserves the right to cancel upon thirty (30) days' written notice if the failure is not cured within that period. Termination for insolvency, bankruptcy, receivership, or an assignment for the benefit of creditors is governed by Section 7.0.

2.12 Statutory Verifications: By signing and submitting a proposal, the Proposer verifies, to the extent each law applies to the Proposer and this contract, that it: (a) does not boycott Israel and will not boycott Israel during the term of the contract (Tex. Gov't Code ch. 2271); (b) does not boycott energy companies and will not boycott energy companies during the term of the contract (Tex. Gov't Code ch. 2276); (c) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not do so during the term of the contract (Tex. Gov't Code ch. 2274); (d) is not identified on a list described in Tex. Gov't Code § 2252.152 (companies doing business with Iran, Sudan, or a foreign terrorist organization); and (e) is not a company described in Tex. Gov't Code § 2275.0102 (companies owned or controlled by, or headquartered in, China, Iran, North Korea, Russia, or a designated country) that would have access to the District's communications infrastructure.

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

The evaluation committee will use the following weighted criteria to determine the proposal offering the best overall value:

Evaluation Criteria	Description	Weight (100 Pts)
Cost of Eligible Goods and Services	Total evaluated cost of eligible goods and services under E-rate, including one-time and recurring charges.	50
Quality and Reliability of Technical Solution	Quality of proposed design, scalability, compliance with specifications, and reliability of solution.	20
Vendor Reputation and Experience	Vendor's reputation, past performance with FBISD or other K-12 districts, and references.	10
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
Long-Term Cost to the District	Consideration of total cost of ownership, including maintenance, serviceability, and sustainability.	10

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.

4.2 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
- 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) / FCC Form 498 ID
- Absence of current FCC Form 473, Service Provider Annual Certification (SPAC) on file with USAC/SLD.
- Red status in the FCC Red Light Display System (RLDS)

5.0 Confidential Information:

Bidders are advised that materials contained in their proposals are subject to the Public Information Act and may be viewed and/or copied by any member of the public, including news agencies and competitors. Flour Bluff ISD reserves the right to reject any or all proposals received, or to award a contract on the basis of initial offers received without discussions or clarifications. Therefore, the proposal should contain the vendor's best price and technical response based on the RFP.

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:

If the contracted service provider becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, Flour Bluff ISD will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five days written notice to the service provider.

Flour Bluff ISD will then be relieved of all obligations, except to pay the value of the service provider's prior performance (at not exceeding the contract rate). The service provider will be liable to Flour Bluff ISD for all cost exceeding the contract price that Flour Bluff ISD incurs in completing or procuring the service as described in this document. Flour Bluff ISD's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance or course of dealing.

7.1 E-Rate Contract Terms

The contract may be subject to Flour Bluff ISD receiving ERate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the full initial 36-month term (July 1, 2027 through June 30, 2030) and any extension exercised under Section 8.0, 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:

This RFP is issued together with FCC Form 470 #270004862, posted in the USAC E-Rate Productivity Center (EPC) on November 20, 2026. No contract will be signed until at least 28 days after the Form 470 posting date.

1. Only applicants 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 ERate 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 amount Flour Bluff ISD will be liable for is the pre-discount amount minus the ERate funded amount.
5. In the event of questions during the ERate audit process, the successful vendor is expected to reply within three (3) business 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 ERate funding approval.
7. Flour Bluff ISD reserves the right to fund, or partially fund (proceed with project or purchase) regardless of ERate approval.

8. The Proposer certifies that no equipment or services provided under this contract are produced or provided by a company on the FCC Covered List, consistent with 47 C.F.R. § 54.10 and the Secure and Trusted Communications Networks Act.

8.0 Scope of Work

Category 1 Internet Access & Data Transmission

1. Service Overview

The District is seeking proposals for Category 1 Internet Access and/or Data Transmission Services. Bids will be accepted for:

- Option A: Internet Access Service Only (ISP)
- Option B: Data Transmission / Transport Service Only
- Option C: Bundled Internet Access and Data Transmission Service

Bidders may submit proposals for any or all options, offered by a single provider or through partnerships.

2. Technology Neutrality

Services may be delivered over any reliable transmission medium, including fiber-only, fiber/non-fiber hybrid, or non-fiber networks (e.g., cable, fixed wireless, microwave, satellite). All solutions must meet the SLA requirements herein.

3. Bandwidth Requirements

Bidders must provide pricing for **10 Gbps service**.

Pricing must be submitted on the Pricing Form (Exhibit A), separately for each Option (A, B, C) proposed, with monthly recurring charges (MRC) and non-recurring charges (NRC) shown separately.

4. Delivery Location & Demarcation

- Service must be delivered to the District's primary DMARC located at 2505 Waldron Road, Corpus Christi, TX.

- Service Handoff: 10 Gbps Ethernet over fiber with LC connector (or equivalent approved by FBISD)

5. Service Term & Timeline

- **Service Start Date:** July 1, 2027.
- **Initial Term:** Initial term of 36 months, with up to two (2) additional one-year extensions, subject to mutual agreement.
- **Installation Before July 1, 2027:** Bidders must indicate if construction/installation is required prior to July 1 to meet the operational date. Any construction or installation costs incurred before July 1, 2027 must be identified separately; the District is responsible for such costs only as allowed under E-Rate program rules.

6. Service Level Agreement (SLA)

The proposed service shall include:

- Minimum 99.99% network availability
- 24x7 Network Operations Center (NOC) support
- Four-hour Mean Time To Repair (MTTR) for service-affecting outages
- Proactive outage notification
- Escalation procedures for critical incidents

Providers must submit their standard SLA documentation with their proposal.

7. E-Rate Compliance & Billing Requirements

- Respondents must possess a valid Service Provider Identification Number (SPIN) / FCC Form 498 ID and be in good standing with the FCC ("Green Light" status).
- Pricing must clearly separate Monthly Recurring Charges (MRC) from eligible and ineligible Non-Recurring Charges (NRC).
- Respondents must agree to support both SPI (Form 474) and BEAR (Form 472) invoicing methods at the District's discretion.

8. References

Provide at least three (3) references from K-12 or other public-sector customers that have received comparable services within the last three (3) years, including organization name, contact name, phone number, email address, and services provided.

Notice: Lowest Corresponding Price

As required by 47 C.F.R. §§ 54.500 and 54.511(b), 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 https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/ 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 by Flour Bluff ISD.

If the purchase is being made on an E-rate funded equipment or service and Flour Bluff ISD does not receive the full amount of requested E-rate funding, the applicant 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, Technology Director, at (361) 694-9743/msalinas@flourbluffschools.net.

The vendor shall comply with Texas Education Code § 22.0834 by obtaining criminal history record information for each employee or subcontractor employee who will have continuing

duties related to this contract and direct contact with students, and shall certify compliance to the District before work begins on any campus.

10.1 Circuit Certification and Testing Requirements

The selected vendor shall be responsible for the installation, certification, and testing of all Wide Area Network (WAN) circuits to ensure compliance with Flour Bluff ISD's performance and reliability standards.

Testing Standards: All circuits must be tested in accordance with industry standards, including but not limited to TIA/EIA, ITU-T, and IEEE specifications for Ethernet performance.

Certification Process: The vendor shall provide end-to-end certification of each circuit, verifying throughput, latency, jitter, packet loss, and error rates to ensure compliance with service level agreements (SLAs).

Test Equipment: The vendor shall use calibrated, industry-standard test equipment capable of validating high-performance metrics and compliance with network specifications.

Test Results Documentation: The vendor shall submit detailed test reports for each circuit, including measured throughput, latency and jitter data, packet loss, error rates, and proof of SLA compliance.

Acceptance Testing: Flour Bluff ISD reserves the right to conduct independent acceptance testing. The vendor shall provide access to circuits and cooperate fully during this process. Circuits must pass all acceptance tests prior to being deemed operational.

Remediation: Any circuit failing to meet performance standards must be remediated at the vendor's expense upon notification from the District.

Completion: All testing and certification must be completed promptly following installation, with final test reports submitted to Flour Bluff ISD for approval.

Cost Responsibility: The vendor shall bear all costs associated with testing, certification, and remediation. Failure to meet these requirements may result in rejection of the circuit(s) and/or termination of the contract.

10.2 As-Built Drawings

Upon completion, if the project required trenching, directionally boring, or laying new conduit on school grounds, the vendor shall provide simple path drawings (or pathway diagrams) for the on-campus portion of the work.

EXHIBIT A
REQUIRED FORM - PRICING FORM
FLOUR BLUFF ISD - INTERNET ACCESS: RFP# 2027-0108

Enter pricing for each Option you are proposing. Show monthly recurring charges (MRC) and one-time non-recurring charges (NRC) separately, and separate E-Rate eligible from ineligible charges. Leave an Option blank if you are not proposing it. Attach a detailed breakdown if needed.

Option	Service	Bandwidth	Monthly Recurring Charge (MRC)	NRC: E-Rate Eligible	NRC: Ineligible	Total 36-Month Cost
A	Internet Access Service Only (ISP)	10 Gbps				
B	Data Transmission / Transport Service Only	10 Gbps				
C	Bundled Internet Access and Data Transmission	10 Gbps				

Pricing for optional extension years (if exercised): Year 4 MRC $_____ Year 5 MRC $_____

Is construction or installation required before July 1, 2027? ☐ Yes ☐ No If yes, describe and price separately.

Will you support both SPI (Form 474) and BEAR (Form 472) invoicing? ☐ Yes ☐ No

SPIN / FCC Form 498 ID: _____ FCC Form 473 (SPAC) filed for FY2027? ☐ Yes ☐ No

Company Name: _____

Authorized Signature: _____ Date: _____

EXHIBIT B
REQUIRED FORM - PROPOSAL SUBMISSION CHECKLIST
FLOUR BLUFF ISD - INTERNET ACCESS: RFP# 2027-0108

Include each item below in your proposal, in this order.

☐ Proposal Acknowledgement Form, signed

☐ Exhibit A, Pricing Form

☐ Standard SLA documentation (Section 8.0, item 6)

☐ Three (3) references (Section 8.0, item 8)

☐ Evidence of liability and workers' compensation insurance (Section 3.1)

☐ SPIN / FCC Form 498 ID, current FCC Form 473 (SPAC), and RLDS status

☐ Exhibit C, Felony Conviction Notice Form

☐ Exhibit D, Certificate of Residency

☐ Exhibit E, Conflict of Interest Questionnaire

☐ Exhibit F, Debarment or Suspension Certification Form

☐ Exhibit G, Non-Collusion Statement

☐ Exhibit H, Certificate of Interested Parties (Form 1295) acknowledgement

☐ Signed acknowledgement of all addenda

☐ List of any exceptions to the terms and conditions (Section 1.6)

PROPOSAL ACKNOWLEDGEMENT FORM

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 - INTERNET ACCESS: RFP# 2027-0108

Texas Education Code, 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 Proposer's Official Name: _____
Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Proposal Acknowledgement 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 - INTERNET ACCESS: RFP# 2027-0108

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.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 - INTERNET ACCESS: RFP# 2027-0108

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 - INTERNET ACCESS: RFP# 2027-0108

DEBARMENT OR SUSPENSION CERTIFICATION FORM

FEDERAL/NON-FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order Certification 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 or Print)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

EXHIBIT G
REQUIRED FORM - NON-COLLUSION STATEMENT
FLOUR BLUFF ISD - INTERNET ACCESS: RFP# 2027-0108

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 Proposer'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 - INTERNET ACCESS: RFP# 2027-0108

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 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 complete the unsworn declaration on the form. 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/filinginfo/1295/ 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 for reference only; the form must be filed online.

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.