

Cushing Independent School District

**1088 W. Bearkat Dr.
Cushing, TX 75760**

Request for Proposal RFP # FY2023-01

Wireless Access Points

Proposals must be sent electronically to ccrofford@cushingisd.org

Issue Date: June 14, 2018

Bid/Proposal Submission Deadline: July 5, 2023 3:00 pm CST

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Notice to Vendors

Cushing Independent School District requests proposals to upgrade their wireless network on two campuses, Cushing Elementary School and Cushing School.

In order for a proposal to be considered, the References, signed Certification Sheet, Price Sheet, Non-Collusion Statement, Felony Conviction Notification and National Criminal History Certification and all other forms included in this packet, if applicable, must be completed and received before the hour and date specified. In some situations, bidders may be required by the State Ethics Commission to obtain, complete, and file a Conflict of Interest Questionnaire with the District. Instructions are attached.

All prices are to be effective for two (2) months. Proposals must be received on or before Wednesday, July 5, 2023, by 3:00 PM and selection of proposal shall be no later than July 6, 2023.

Bidder(s) will supply Cushing ISD Technology Department a 30-day written notice for any increase in price. This notification should be supplied with appropriate documentation supporting the price increase(s). Increases in price shall not be automatically retroactive but will be evaluated if an order is pending. No adjustments in prices proposed will be accepted without prior approval of Cushing ISD. Invoices with price changes that did not receive prior approval from the District will not be honored. Cushing ISD reserves the right to re-quote any item if a price increase is significant enough to warrant such action, or in the event of multiple price increases if such action is deemed to be in the best interest of the District. Re-quoted items would be re-awarded and be subject to all the same terms and conditions of this proposal.

The use of specifications (Material Specifications) by the District *is to be considered informative*, giving the bidder information and examples as to the minimum requirements of the items requested. Any proposed alternates MUST MEET OR EXCEED these requirements in order to be considered. If unsure from the description that an item to be offered meets or exceeds specifications, it is the bidder's responsibility to further research the specifications listed. The bidder shall note in writing any deviations from specifications and shall submit those changes to the District with the proposal.

General Terms and Conditions

1. Proposals must include a cover sheet with the following information:
 - Company Name
 - Mailing Address
 - Phone Number
 - Fax Number
 - Contact Person
 - Contact Email Address
 - Alternate Contact Person
 - Alternate Email Address
2. Request for proposals shall be submitted via email. RFP number must be in subject line.
3. Proposals must reach the ISD on or before the designated hour of the due date specified on the front page. Failure to submit a proposal on or before the due date will result in rejection of your proposal. Please put the RFP number in the subject line and submit to:

ccrofford@cushingisd.org
4. All vendors must comply with Texas Education Agency [Financial Accountability Guidelines](#) found in Module 3: Purchasing.
5. Board approval and acceptance of a quoted proposal price results in a binding contract. All proposals must provide goods and services at the price offered and accepted by the Cushing ISD Board of Trustees. Any failure to provide the goods or services at the price offered to and accepted by the Cushing ISD Board of Trustees may result in legal action being taken against the successful bidder for break of contract, deceptive trade practices, and all other remedies, legal or otherwise, available to Cushing ISD.
6. District specifications have been developed to show minimal standards for the products specified. In those instances, where brands are referenced as examples, products equal or exceeding specifications may be offered as alternates.
7. Any and all questions concerning this Request for Proposals must be submitted via e-mail to ccrofford@cushingisd.org by June 28, 2023. Inquiries will be responded to in a like manner.
8. Cushing ISD is not responsible for any cost associated with the preparation or presentation of this proposal.
9. Cushing ISD is exempt from all applicable Federal and State Tax. Tax exempt information will be provided upon request.
10. If at any time the bidder fails to fulfill or abide by the terms, conditions, or specifications of this contract, Cushing ISD reserves the right to cancel upon 30 days written notification.

11. No proposals may be withdrawn without District approval.
12. Cushing ISD reserves the right to reject any and all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the District.
13. Payments will be made within 30 days after receipt of original invoice for each shipment completed (where merchandise or service has been received and work completed). Only the company listed on the signed proposal document shall invoice and receive payment for those items. All invoices shall be emailed to: accountspayable@cushingisd.org

Bidders Checklist

Please check to be certain your proposal is complete and contains all the required forms:

- ☐ Cover Sheet with contact information
- ☐ Signed Certification Sheet
- ☐ Material Specifications (prices listed by campus, ineligible services, if any, listed separately)
- ☐ References
- ☐ Non-collusion Statement
- ☐ Felony Conviction Notification
- ☐ National Criminal History Certification (if vendor's employees will be working on site)
- ☐ Deviation Documentation (if applicable)
- ☐ Conflict of Interest Questionnaire (if applicable)
- ☐ Non-Boycott of Israel Statement (as required by Texas law)
- ☐ Prohibition on Contracts with Certain Companies Statement (as required by Texas law)

Cover Sheet

Company Name _____

Mailing Address _____

Phone Number _____

Fax Number _____

Contact Person _____

Contact Email Address _____

Alternate Contact Person _____

Alternate Email Address _____

Certification Form

The undersigned, by his/her signature, represents that he/she is authorized to bind bidder to fully comply with terms and conditions of this proposal, including all attachments and forms for the amounts shown in this proposal.

Company: _____

Authorized Signature: _____

Printed Signature: _____

Title: _____

PHONE: _____ FAX: _____

Address: _____

Company website: _____

Email: _____

Is the principal place of business located in Texas? ☐ yes ☐ no.

How many employed in Texas? _____

Tax ID: (required) _____

Billing address: (if different from above) _____

Material Specifications

Scope of Work

Cushing Independent School District requests proposals for design and recommendation of a solution to upgrade the 10-year old wireless infrastructure at Cushing Elementary and Cushing School. The District wishes to replace all APs with updated models and replace the old wireless controllers. The proposed wireless infrastructure must be able to provide a robust wireless network for 600 students and staff. Include installation of equipment in your proposal.

If proposing an equivalent product, **please submit data verifying equivalency and compatibility with your proposal.**

Campus Locations

- Cushing Elementary 1065 E. Bearkat Dr. Cushing, TX 75760
- Cushing School 1088 W. Bearkat Dr. Cushing, TX 75760

Equipment Specifications

QTY	Part Number	Item
		Bids must include all components, cabling, software and licenses to make the service work. A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.
4	JL256A#ABA	Aruba 48G POE+4SFP+SWTCPERP PL-35
5	J9150D	Aruba 10G SFP +LC SR 300M MMF CABL XCVR PL-I6
78	R7J50A	Aruba AP-615 US Campus AP WRLS PL-VL
75	R3J16A	AP-MNT-B AP MOUNTING BRACKETS
75	Q9Y59AAE	ARUBA CENTRAL AP Fnd 3yr Sub ESTU
3	J9283D	10GB SFP to SFP 3M DAC Cable
n/a	Install	Install
1	JL255A#ABA	Aruba 2930F 24G PoE+ 4SFP+ Swch US en

Special Conditions

1. Cushing ISD reserves the right to accept or reject all or any part of any proposal, to waive technicalities and to award items to best serve the interest of the District. Proposers may offer services on all or any portion of this request. This proposal implies no obligation on the part of the District, nor does the District's silence imply acceptance or rejection of any proposal.
2. Contracts may be cancelled by the District upon written notice to the contractor without recourse of the contractor for the contractor's failure to perform or breach of any material provision of this contract.
3. It is understood and agreed that the District reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal, as so modified, and subsequent thereto.
4. Any questions about this RFP should be submitted to ccrofford@cushingisd.org. All questions must be submitted by 3:00 PM, July 5, 2023.
5. In determining the awarded bidder, Cushing ISD will use the Best Value method to evaluate all proposals. In determining Best Value, Cushing ISD will consider the following matrix:

Criteria	Points Available
Purchase price (including long-term cost to District)	25
Reputation of vendor and vendor's goods or services	10
Quality of the vendor's proposed goods or services	10
Extent to which proposed goods or services meet the needs of the District	10
The vendor's past relationship with the District	10
The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses	10
Compatibility with existing infrastructure	10
The total long-term cost to the district to acquire the vendor's goods or services	10
Location of field service technicians in relation to District/Texas-based company	05
TOTAL	100 points

References

1. Company/District Name:

Contact Name: _____

Phone Number: _____

2. Company/School District Name:

Contact Name: _____

Phone Number: _____

3. Company/School District Name:

Contact Name: _____

Phone Number: _____

4. Company/School District Name:

Contact Name: _____

Phone Number: _____

5. Company/School District Name:

Contact Name: _____

Phone Number: _____

Non-Collusion Statement

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

Bidder _____

Address _____

Phone _____

Fax Number _____

Vendor Representative (Signature)

(Print Name) _____

Title/Position _____

Date _____

Signature of Company Official Authorizing This Proposal _____

Printed signature _____

Title _____

Date _____

Felony Conviction Notification

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.

Bidder's Name:

Authorized Official's Name (Printed): _____

Please Check the Appropriate Statement:

_____ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

_____ My firm is neither owned nor operated by anyone who has been convicted of a felony.

_____ My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official:

National Criminal History Certification

(Bidder/Suppliers Employees if Applicable)

Definitions:

Covered Employees: Employees who have or will have continuing duties related to the services to be performed at Cushing ISD and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense; (b) an offense for which a defendant is required to register as a sex offender; or (c) and equivalent offense under federal law or the laws of another state.

On behalf of _____
("Bidder/Supplier"), I certify that (check one):

_____ None of Supplier's employees are covered employees, as defined above. If this box is checked, I further certify that Supplier has taken precautions or imposed conditions to ensure that Supplier's employees will not become covered employees. Supplier will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

_____ Some or all of Suppliers employees are covered employees. If this box is checked, I further certify that:

1. Supplier has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Supplier receives information that a covered employee subsequently has a reported criminal history, Supplier will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
3. Upon request, Supplier will provide the District with the name and any other requested information or covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Supplier agrees to discontinue using the covered employee to provide services at the District.

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

Conflict of Interest Questionnaire

Texas Local Government Code Chapter 176.003 requires vendors (or their agents) who enter or seek to enter into a contract with the District to complete and file Texas Ethics Commission form CIQ IF the vendor or agent has a business relationship with the District AND

1. has an employment or other business relationship with an officer or officer's family member described by Local Government Code 176.003(a)(2)(A)

OR

2. has given an officer or the officer's family member one or more gifts with an aggregate value specified by Local Government Code 176.003(a)(2)(B). Officers of the District are its Board of Trustees and Superintendent whose names can be found at:

<http://www.cushingisd.org/?DivisionID=4184&ToggleSideNav=ShowAll>

*If neither of the above conditions exist, it is **NOT** necessary to file form CIQ.*

Definitions

Business Relationship means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (a) a transaction that is subject to rate or free regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (b) a transaction conducted at a price and subject to terms available to the public; or (c) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to that agency.

Family member means a person related to another person within the first degree by consanguinity or affinity.

Form CIQ can be found at the Texas Ethics Commission website:

[Form CIQ \(Conflict of Interest Questionnaire\) \(state.tx.us\)](https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf)
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

If the filing of form CIQ is required it must be filed within seven business days of starting discussions or negotiations or submitting a bid, proposal, or other correspondence relating to a potential contract and within seven business days of becoming aware of an employment or other business relationship or gifts to an officer that would require disclosure. It is a Class C misdemeanor to fail to file form CIQ.

Boycott of Israel Statement

Texas Government Code

Not Boycott Israel

Under the provisions of Subtitle F, Title 10, Government Code 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of any contract with Cushing ISD Pursuant to Section 2270.001, Texas Government Code:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise specifically with Israel, or with a person or entity doing business in Israel or in an Israeli—controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

My company does not boycott Israel.

_____ Agree

_____ Do Not Agree

Signature: _____

Title: _____

Date: _____

Prohibition on Contracts with Certain Companies

Texas Government Code

Prohibition on Contracts with Certain Companies

Section 2252.151. Definitions. In this subchapter:

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designed as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.
- (4) "Governmental entity" has the meaning assigned by Section 2252.001. Section 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153 LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. SECTION 2. Subchapter F, Subchapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

DO YOU OR YOUR COMPANY ENGAGE IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION?

_____ Yes _____ No

Signature: _____

Title: _____

Date: _____