



## Request for Proposal (RFP)

**RFP Number: #1901-03**

**TITLE: E-Rate Eligible Locate Services for Denton ISD's Self-Provisioned Fiber-Optic Broadband Network**

**DUE DATE:  
PRIOR TO: January 25, 2019 - 1:00 pm CST**

**Mail or deliver completed RFP package to:**

Denton Independent School District  
Purchasing Department  
1303 N. Elm St.  
Denton, TX 76201

For additional information, please contact the person listed below. **All questions must be submitted in writing** (via email) and received on or prior to 2:00 pm (CST), December 21, 2018. **No verbal responses will be provided.** Please note that RFP results are **NOT** available by telephone.

Cheryl Farmer, Senior Buyer  
[cfarmer@dentonisd.org](mailto:cfarmer@dentonisd.org)

PROPOSER IDENTIFICATION (Please print information clearly)

Firm Name:	_____	Date:	_____
Address:	_____	Phone:	_____
	_____	Fax:	_____
City/St/Zip:	_____	Email:	_____

**You MUST sign the RFP Signature Sheet on page 18 in order for your RFP to be accepted.**

**REQUEST FOR PROPOSAL (RFP)**  
**E-RATE ELIGIBLE LOCATE SERVICES FOR DENTON ISD’S SELF-  
PROVISIONED FIBER-OPTIC BROADBAND NETWORK**  
**DENTON INDEPENDENT SCHOOL DISTRICT**

The Denton Independent School District (referred to as the “District” or “DISD” from this point forward) is soliciting responses to this Request for Proposal (RFP) for E-Rate Eligible Locate Services for Denton ISD’s Self-Provisioned Fiber-Optic Broadband Network.

**The Proposer is strongly encouraged to read the entire RFP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of the RFP.**

**Anticipated Timeline:**

- 12/02/2018 – RFP posted on district website
- 12/02/2018 – Form 470 posted
- 12/14/2018 – Deadline to complete requested facility tours
- 12/21/2018 – Deadline for written questions by 2:00 p.m. CST
- 01/11/2019 – Response to questions posted on DISD website
- 01/25/2019 – RFP due in Purchasing Office by 1:00 p.m. CST
- 02/12/2019 – Anticipated date of vendor selection

**Questions pertaining to this proposal are due on or before 2:00 pm (CST) on December 21, 2018. Questions and Answers will be posted by addendum on the Purchasing page of the Denton ISD website by 5:00 pm (CST) on January 11, 2019.**

## Section 1.0: Instructions to Proposers

- 1.1 To be considered for award of this solicitation, all pages requiring signature plus any/all attachments, **must be** completed with all requested information, signed and returned sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time. Failure to provide complete and accurate information may disqualify the Proposer.
- 1.2 Proposals **must be received** in the Purchasing Department office, 1303 N. Elm St., Denton, TX 76201 **PRIOR TO** the hour and date specified on the front page of this document or any subsequent Addenda. No other published dates will be binding. Proposals received after this date and time will not be considered. Denton ISD will not be responsible for mail delivered from the post office or by delivery service that is delivered late or to another location. **The district will not accept faxed, emailed or other electronic proposals.**
- 1.3 If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended to the next District business day on which the office is open, unless the proposer is otherwise notified by the District. The time of day for submission shall remain the same.
- 1.4 Addenda will be posted on the Purchasing Department page of the Denton ISD website, [www.dentonisd.org](http://www.dentonisd.org). All Proposers receiving this RFP other than directly from Denton ISD are responsible to obtain all addenda that pertains to the RFP. All addenda become a part of the RFP documents. Proposers shall acknowledge receipt of all addenda on the Signature Sheet.
- 1.5 All vendor communications must be directed in writing to the person listed on the first page of this document. Request for information/interpretation must be received on or before 2:00 pm (CST) on December 21, 2018. Include the RFP Number and Name in the subject line. Only questions answered by formal written addenda will be binding.
- 1.6 If any exceptions are taken to any portion of the RFP, the proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Signature Form or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFP as proposed by the District. The District reserves the right to reject any RFP containing exceptions, additions, qualifications or conditions.
- 1.7 The RFP response must be signed by an individual authorized to contractually bind the company submitting the RFP. A failure to sign the RFP could cause it to be rejected as non-responsive. The RFP must include full company name and address of Proposer, the title or authority to bind his/her firm in a contract and contact information. A Signature Sheet is included in this packet.
- 1.8 A response to this solicitation is an offer to contract with Denton ISD and its members based on the specifications and standard terms and conditions contained in this document. Bids/proposals do not become contracts unless and until they are both accepted by DISD through an award letter to the bidder, signed contract and/or put into effect by the issuance of a purchase order signed by an authorized representative of the Denton ISD Purchasing Department.
- 1.9 The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination to be in the best interest of the District. If the Proposer chooses to bid/propose "all or none" or is not agreeable to multiple or split awards, it must be noted on the Deviation / Compliance Form and included with this RFP.
- 1.10 Responses will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFP's, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.
- 1.11 Denton ISD reserves the right to accept or reject any and/or all of the proposals, to waive technicalities, to be the sole judge of quality and equality, to be the sole judge as to the definition of "best overall benefit" and accept the proposal that is in the best interest of the district.

- 1.12 Each proposal shall be carefully prepared using identical proposal forms bound herewith. Entries on the proposal shall be typed or legibly written. All prices shall be stated in words and figures except where the forms provide for figures only. The RFP response must remain open for a period of ninety (90) days subsequent to the submission due date, unless otherwise indicated, to allow time for the offer(s) to be evaluated and board of trustees' action, if required.
- 1.13 The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this RFP, subject to verification of the same or lower prices and conditions on the RFP.
- 1.14 Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE is included in this proposal.
- 1.15 In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this RFP is released until the award.
- 1.16 All contractors, subcontractors and their employees must submit to Denton ISD proof of a satisfactory criminal record history of all individuals working on district property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website <https://www.dps.texas.gov/> by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.
- 1.17 Vendors who perform work inside Denton ISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both Denton ISD's responsibilities and the Employer's responsibility to their employees. As a vendor, it is your responsibility to check each building prior to performing any work in that facility. These building materials may include, but not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and be compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office and may be reviewed upon request. After reviewing the Asbestos Management Plan and are still unclear about whether the area you will be working in contains asbestos or not, please contact Bill Knight at 940-369-0200.
- 1.18 Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

## Section 2.0: Standard Terms and Conditions

- 2.1 The District reserves the right to accept or reject any and/or all proposals, to waive any technicalities, to waive any formalities, to be the sole judge of quality and equality, to accept the proposal that is in the best interest of the district, and the right to waive minor irregularities in the procedures.
- 2.2 The District further reserves the right to reject all proposals and seek new proposals when such procedures are in the best interest of the district. The District also will be the sole judge as to the definition of “district’s best interest”.
- 2.3 No orders are to be placed without a purchase order signed by the Director of Purchasing. No payment will be made for orders filled without an approved purchase order.
- 2.4 All invoices must include the purchase order number and sent to:

Denton Independent School District  
Accounts Payable Department  
P.O. Box 2387  
Denton, Texas 76202

- 2.5 Denton ISD is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP PRICES.** Excise Tax Exemption Certificate will be furnished upon request.
- 2.6 The successful Proposer may not assign its rights and duties under an award without the written consent of Denton ISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.
- 2.7 Failure of the successful Proposer(s) to notify the District sufficiently in advance of the inability to complete the job within the time frame allowed and with acceptable reasons(s) shall give the District the option of cancelling the contract.
- 2.8 Insurance Requirements, **required**, will submit the following Certificates of Insurance naming Denton ISD as Certificate Holder and named additional insured on General Liability Certificates. Certificates may be emailed to Chris Bomberger, Executive Director of Risk Management at [cbomberger@dentonisd.org](mailto:cbomberger@dentonisd.org) or faxed to 940-304-3077. The selected Proposer will be required to supply the insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance, **the District reserves the right to require higher limits of coverage depending on the size, scope and nature of a RFP.** The following minimum limits shall apply to each type of insurance coverage.
  - 2.8.1. **Worker’s Compensation and Employer’s Liability Insurance** with statutory limits in conjunction with Employer’s Liability Insurance with limits no less than \$500,000 per accident/disease is required. The Vendor shall require subcontractors to provide insurance for the latter’s employees, unless such employees are covered by a Worker’s Compensation policy furnished by the General Contractor.
  - 2.8.2. **Commercial Automobile Liability and Property Damage** covering all owned, non-owned and hired vehicles to be used in performance of this work; Combined Single Limit in an amount no less than \$1,000,000 OR Bodily Injury coverage shall be in an amount no less than \$100,000 per person/\$300,000 per occurrence and Property Damage in an amount no less than \$100,000 per accident. **(IF work is to be done on DISD property).**
  - 2.8.3. **Commercial General Liability Damage Insurance** – at the minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations. (\$1,000,000 products/completed operations must be maintained for at least two (2) years after the installation is completed). Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor’s obligations contained in the contract. A per-project aggregate endorsement must be included.

- 2.8.4 **Umbrella Liability Insurance** – Liability on a following form basis with a limit not less than \$1,000,000 per occurrence in excess of all primary limits.
- 2.8.5 The successful proposer shall furnish Denton ISD certificates of insurance in writing no later than 15 working days after acceptance of a contract.
- 2.8.6 Denton ISD must be given ten (10) day notice of cancellation or change in insurance coverage.
- 2.9 Bond Requirements, **when required**, (Section 6.0) will submit the following:
- 2.9.1 **Payment Bond** – For projects in excess of \$25,000, an original payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$25,000. Original bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.
- 2.9.2 **Performance Bond** – For projects in excess of \$100,000, BOTH an original performance bond and an original payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The performance and payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$100,000. Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and the bid bond will be retained by the District as liquidated damages. Original bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.
- 2.9.3 **Bid Security** – RFP’s shall be accompanied by either an original cashier’s check, certified check, or money order upon a state bank in the amount not less than five percent (5%) of the total maximum RFP price payable without recourse to the Denton ISD, or an original bid bond in the same amount from a reliable surety company licensed to do business in the State of Texas. Bid Security serves as a guarantee that the Proposer will enter into a contract and execute a payment and performance bond on any or all projects \$25,000 or above within fifteen (15) days after notice of award.
- 2.10 Certificate of Interested Parties – Form 1295
- 2.10.1 The Texas Legislature adopted House Bill 1295 which added section 2252.908 of the Government Code Chapter 2252, Contracts with Governmental Entity.
- 2.10.2 Section 2252.908 Disclosure of Interested Parties  
(d) “A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, 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.”
- 2.10.3 Form 1295 is required with submission. For further information go to:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- 2.11 During any fiscal year of this agreement, the Board of Trustees fails to appropriate funds, the District will immediately notify the contractor and relieve them of their obligations under this agreement. Any/All extensions will be subject to the availability of funds, product quality, vendor performance, and the agreement of both parties to extend.
- 2.12 Neither the vendor nor the district shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligation under any resulting agreement is caused by events or conditions beyond the reasonable control of that party and are not due to the negligence or willful misconduct of such party (hereinafter, “Force Majeure events”). For purposes of this document, Force Majeure events shall include, but not limited to, acts of God or public enemy, war, riot or civil commotions, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion or other catastrophes, or events or

conditions due to governmental law, regulations, Ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by a Force Majeure event unless and until such delayed or foreclosed product or service is provided.

- 2.13 Proposer shall comply with all applicable federal, state and local laws, rules, ordinances, statutes and regulations.
- 2.14 Denton ISD reserves the right to terminate this agreement if Proposer is found not to be in compliance with applicable laws, regulations and ordinances.
- 2.15 The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience.
- 2.16 Whenever Denton ISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after Denton ISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and Denton ISD shall have no liability for, any costs under this RFP that are not necessary for actual performance of the RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Denton ISD shall have no liability to Vendor for lost or anticipated profit resulting there from.
- 2.17 Brand Name or Suitable Substitute
  - 2.17.1 This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification of products by make and model.
  - 2.17.2 If items have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. "Suitable substitute" products will be considered for award if such products are clearly identified and are determined by the District to be equal in all material respects to the brand name products referenced.
  - 2.17.3 Should any product be delivered, or service performed which is not as the successful Proposer has purported it to be in its submitting of this proposal, said Proposer will be required to correct any deficiencies without additional cost to the District.
- 2.18 Award and Evaluation Criteria
  - 2.18.1 The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Proposer chooses to bid/propose "all or none" or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFP.
  - 2.18.2 A contract will be awarded to the responsible vendor(s) submitting the best and final Proposal for the service.
  - 2.18.3 The contract, which will be issued upon award, shall be construed under the laws of the State of Texas, and venue arising out of this agreement shall lie in Denton County, Texas, regardless of the place of execution or performance.

## 2.19 Confidential or Proprietary Markings

2.19.1 Any portion of the RFP that the Proposer considers confidential or proprietary information, or to contain trade secrets of the Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

## 2.20 Warranty Information

2.20.1 **Warranty – Product:** Manufacturer's standard warranty for parts and labor must be included in the prices proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.

2.20.2 **Warranty – Price:** The price to be paid by the District shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by the RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.

2.20.3 **Warranty – Safety:** Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards; the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

## 2.21 Indemnification and Hold Harmless

2.21.1 The Vendor shall defend, indemnify and hold harmless the Denton ISD, all of its officers, agents and employees from and against all claims, actions, suites, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFP.

## 2.22 Dispute Resolution

2.22.1 Any unresolved issues will be addressed by the selected vendor and the Purchasing Department.



**Section 3.0: Evaluation Criteria**

3.1 Final evaluation of this proposal will be based on the Texas Education Code 44.034 (b) per the General Conditions. Evaluation of pricing will be based on Unit Price value to be submitted on the “Pricing Sheet” or Proposal Form”. Per E-Rate requirements, the purchase price is the highest weighted criterion.

EVALUATION CRITERIA	POINT VALUE
Purchase Price	58
Reputation of the vendor and vendor’s goods or services	5
Quality of the vendor’s goods or services	10
Extent to which the goods or services meet the district’s needs	10
Vendor’s past relationship with the district	10
Impact of district’s compliance with laws and rules relating to Historically Underutilized Businesses	2
Total long-term cost to the district	5
<b>Total Points</b>	100

3.2 A committee will convene to review the proposals submitted and rank them according to the specified criteria. Results will be posted on the Purchasing Department page once the governing body has considered the recommendation.

3.3 The District does not award contracts on pricing alone. The District reserves the right to award the contract to the proposer(s) who offer the best value and in the best interest of the district.

3.4 The District reserves the right to be the sole judge as to the definition of “best value” and “Best interest of the district”.

3.5 Denton ISD reserves the right to negotiate price/delivery for service(s) / product(s) identified by this request. Discussions / negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/ negotiations are conducted, respondents may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of discussions/negotiations.

3.6 If the District is unable to reach a contract agreement with the selected proposer, the District shall terminate further discussions and proceed to the next proposer in the order of the selection ranking until a contract agreement is reached or all proposals are rejected.

3.7 The District will review submission and notify submitting Proposers of decisions made. The District may elect to interview some of those vendors submitting proposals. Proposers to be interviewed will be notified as to the date, time and place for the interview.

3.8 After the initial contract term, the District reserves the right to extend the contract as indicated in this request. Renewing the contract would imply doing so under the same terms and conditions. Any proposed price change(s) must be submitted in writing and signed by an authorized company representative **no later than** six (6) months prior to the expiration date to be considered. Within this six (6) month period, the District reserves the right to negotiate or reject any or all request for rate increases. Prices will remain firm during each renewal period.

3.10 The District reserves the right to extend this solicitation at the end of any contract term for up to sixty (60) days if determined to be in the best interest of the District to ensure the availability of products and/or services. All purchase orders dated and issued within these dates will be subjected to the terms and conditions of this RPF.

## Section 4.0: Scope of Work

- 4.1 The District requests proposals from E-Rate eligible Category 1 Providers to provide the requested E-Rate Locate Services for the District's Self-Provisioned Fiber-Optic Network.
- 4.2 The Schools and Libraries Program reimburses telecommunications, Internet access, and internal connections providers for discounts on eligible services provided to schools and libraries. While schools and libraries apply for these discounts, USAC works in conjunction with service providers to make sure these discounts are passed on to program participants.
  - 4.2.1 The vendor must be eligible to participate in the Schools and Libraries Program and obtained a Service Provider Identification Number (SPIN) from USAC.
  - 4.2.2 The vendor must be an eligible service provider for Category 1 modulating electronics services as defined by the Federal Communication Commission (FCC) for reimbursement from the Schools and Libraries Program.
- 4.3 The vendor shall provide information demonstrating their capability in delivering the services requested in the RFP. Experience, qualification, and certifications will help determine the vendor's ability to deliver the specified services and help assure the District of a successful project.
- 4.4 Prices quoted in The Vendor's response for all labor and materials will remain in effect for a period of at least one-hundred eighty (180) business days from the issuance date of The Vendor's response or ninety (90) days after a Funding Commitment Decision Letter (FCDL) has been issued, whichever is later.
- 4.5 The information in this Request for Proposal (RFP) is provided in conjunction with the Schools and Libraries Division (SLD) Forms 470 and 471, in partial fulfillment of the requirements for the FCC Universal Service Fund (a.k.a., "E-Rate") discounts. These programs provide discounts for: certain telecommunications products and services, including voice and data communications; Internet access; and, in some cases, internal connections. For more information about these Federal programs, and before responding to this RFP, please refer to the SLD web site, <https://www.usac.org/sl/> or call the SLD Help Line at 877-524-1325. Please do not contact applicant personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP. Bidders must have a valid Service Provider Identification Number (SPIN). Telecommunications providers must also be registered ("common carrier") providers as defined by the SLD. Service providers must be prepared to discount invoices to the school and submit the balance to the E-Rate program via BEAR forms, as specified by the SLD.
- 4.6 This RFP for Category 1 Fiber Locate Services is based on the descriptions, cost assessments, included services, and contract terms defined within the FCC December 2014 Second E-Rate Modernization Order FCC 124-189.

## Section 5.0: Project Specifications

### 5.1 Proposer Qualifications

#### 5.1.1 Schools and Libraries Program Requirements

The Schools and Libraries Program reimburses telecommunications, Internet access, and internal connections providers for discounts on eligible services provided to schools and libraries. While schools and libraries apply for these discounts, USAC works in conjunction with service providers to make sure these discounts are passed on to program participants.

- a. The vendor must be eligible to participate in the Schools and Libraries Program and have obtained a Service Provider Identification Number (SPIN) from USAC.
- b. The vendor must be an eligible service provider as defined by the Federal Communication Commission (FCC) for reimbursement from the Schools and Libraries Program.

#### 5.1.2 The Reputation of the Vendor and of the Vendor's Goods or Services

- a. The Proposal will include at least three (3) references from comparable education customers.
- b. The proposal will include at least three (3) references from comparable product installations.

#### 5.1.3 The Vendor's Past Relationship with the District

- a. The proposal will include any past projects or contracts that the service provider has had with Denton Independent School District.

#### 5.1.4 The Vendor's Knowledge and experience with the Solution

- a. The proposal will list the personnel and qualifications of the personnel that will be assigned to the project.

### 5.2 Goods and Services Requirements

#### 5.2.1 Provide Locate Services for the District's self-provisioned fiber-optic broadband network

- 5.2.1.1 Vendor will provide Locate Services for all of the Districts' self-provisioned fiber-optic broadband network.
- 5.2.1.2 Vendors should provide proposals for three years, with annual, mutually agreeable one-year extensions included, not to exceed a total of five (5) years. Contract term will begin on July 1, 2019 and ends on June 30<sup>th</sup> of the last year of the agreement. Vendor acknowledges that Denton Independent School District will be applying for e-rate discounts during the term of the contract and agrees to abide with all e-rate requirements.
- 5.2.1.3 Vendor will furnish all necessary personnel, material, insurance requirements, and equipment to provide full field locating services on the district fiber-optic network.
- 5.2.1.4 Vendor will receive all locate requests from TESS into a central location and dispatch TESS requests on a daily basis. Service will include after hours and emergency locates that are provided through the TESS system.
- 5.2.1.5 Vendor will be responsible for taking locate requests, and with electronic locate equipment, go to the area identified as a potential conflict, connect to the network and mark the location of the buried network by use of orange paint and orange flags. Locates will be performed in accordance with industry standards and will take place in a timely manner as set forth by state and regulatory agencies. Usually, 48 hours is the time allowed, except over weekends, holidays, and in emergency situations.

5.2.1.6 The district's self-provisioned fiber-optic broadband network is comprised of the following:

5.2.1.6.1 Length of the fiber-optic plant is 80.71 linear miles and 112.25 sheath miles.

5.2.1.6.2 The type of cable duct and hand-hole system is 1.25 and 1.5 HDPE SDR-11 / concrete round cylinder type 28" diameter and Polymer concrete type 36" x 60" x 36". Average spacing of the hand-holes is 1200 feet to 2000 feet.

5.2.1.6.3 The fiber-optic cable is single-mode, dielectric, loose tube, single sheath.

5.2.1.6.4 The typical depth of the conduit system is 7 feet, and is as shallow as 3 feet and as deep as 20 feet.

5.2.1.6.5 The self-provisioned broadband network is registered with Texas 811.

5.2.1.6.6 The self-provisioned broadband network encompasses part or all of the following municipalities:

- Denton
- Lewisville
- Lake Dallas
- Corinth
- Oak Point
- Aubrey
- Lantana
- Lincoln Park
- Providence
- Savannah
- Paloma Creek
- Cross Roads
- Shady Shores

## 5.2.2 The Quality of the Vendor's Service

5.2.2.1. The vendor will include within the response the Service Level Agreement (SLA) that is provided with the proposed service offerings.

5.2.2.2. The vendor will review and recommend opportunities to improve service and/or reduce costs on an annual basis to the Technology Information Officer (TIO) or his designee.

5.2.2.3. The vendor will schedule outages for network maintenance, expansions, and modifications during hours that meet the operational needs of DISD staff.

5.2.2.4. The vendor must contact specified DISD staff when system outages occur.

## 5.2.3 Service Offerings

DISD will evaluate the overall proposals for services provided to the district. It is DISD's intent to contract for the most cost effective and technically superior and efficient solution for the district.

5.2.3.1. The vendor will include all services required to deliver a comprehensive solution to the district.

## 5.3 Cost

### 5.3.1 Total Long-Term Cost to the District

The District will evaluate the total long-term cost to acquire the requested services. The evaluation will be based on a three-year solution to include up to two (2) annual extensions base on approval of

the governing bodies for each installation.

### 5.3.2 Nonrecurring Cost to the District

The District will evaluate the onetime, nonrecurring cost to the District. These costs should include all fees, including installation, configuration, and hardware cost – all one-time costs that the District will incur to implement the service.

5.3.2.1 The vendor will provide the nonrecurring cost per service.

### 5.3.3 Recurring Cost to the District.

The District will evaluate the recurring cost to the District on a monthly and/or annual basis.

5.3.3.1 The vendor will provide the monthly and/or annual recurring cost to the District for the services.

5.4 **Proposal Form**

5.4.1. SPIN NUMBER: \_\_\_\_\_

5.4.2. Evidence of FCC Telecommunication Carrier (Yes) / (No)

5.4.3. Three References of Comparable Educational Customers

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

5.4.4. Three References of Comparable Product Installations

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

5.4.5. Previous Contracts with DISD

1. \_\_\_\_\_
2. \_\_\_\_\_
3. If more, please list on separate sheet.

5.4.6. List the personnel and qualifications of the personnel that will be assigned on the project:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**5.5 Cost Summary**

The vendor will provide a cost summary on the form below. The information requested below is the minimum that will be accepted. Vendor will submit one (1) original, three (3) complete copies as well as an electronic copy of the proposal. Use additional pages as needed. Additional information and pricing shall be documented, titled with the "Additional Service Cost" line item on this Cost Summary Form that it is detailing, and the total additional cost entered into that line item's price.

**Three Year Contract Cost with Option to Extend**

The term of the contract is from July 1, 2019 through June 20, 2022, with an option to extend to two (2) additional terms of one (1) year each, with governing body approval.

Service	Total Cost per Month	Total Cost Per Year	Total Cost for Three Year Term
Locate Services for District's self-provisioned high-speed fiber-optic network			

**Additional (Added Value) Services:**

Description of Service	Cost

## Section 6.0: Special Terms and Conditions

- 6.1 The District is accepting Request for Proposals (RFP) from qualified vendors for E-Rate Eligible Category 1 Eligible Locate Services.
- 6.2 The District intends to award this proposal to the proposer which offers the best overall benefit to the District.
- 6.3 The proposal submission shall include one (1) original (Clearly labeled Original), three (3) copies (Clearly labeled Copy) and one (1) complete electronic proposal included in the response and must be submitted sealed in an envelope, box or container, clearly marked on the outside with RFP #1901-02 E-Rate Category 1 Eligible Locate Services.
- 6.4 **The term of this contract**, upon governing body approval, shall be for a period from contract date through June 30, 2022 with an option to extend for two (2) additional one (1) year terms, with governing body approval.
- 6.5 Prices and/or discounts submitted shall be firm through term of the contract.
- 6.6 During any fiscal year of this agreement the Board of Trustees fails to appropriate funds, the District will immediately notify the contractor and relieve them of their obligations under this agreement. Any/All extensions will be subject to the availability of funds, product quality, vendor performance, and the agreement of both parties to extend.
- 6.7 The District reserves the right to extend this solicitation at the end of any contract term for up to 60 days if determined to be in the best interest of the District to ensure the availability of products and/or services. All purchase orders dated and issued within these dates will be subjected to the terms and conditions of this RFP.
- 6.8 The successful Proposer may not assign its rights and duties under an award without written consent of Denton ISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.
- 6.9 Whenever Denton ISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after Denton ISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and Denton ISD shall have no liability for, any costs under this RFP that are not necessary for actual performance of the RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Denton ISD shall have no liability to Vendor for lost or anticipated profit resulting there from.
- 6.10 The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP under this 6.10 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under 6.9.
- 6.11 **To be considered for award of this solicitation**, all pages requiring signature, plus any/all attachments, must be legible and completed with all requested information, signed and returned sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time. All required documents listed here follow this section:

Signature Sheet  
Deviation / Compliance Signature Form  
SB9 – Criminal History Record Information  
Non-Collusion Statement  
Criminal Background Check and Felony Conviction Notification  
Debarment or Suspension Certification Form  
Resident/Nonresident Bidder's Certification  
Clean Air and Water Act Compliance  
Conflict of Interest Questionnaire



Certification of Regarding Lobbying  
Proposer/Vendor Certification Forms  
Senate Bill 252 and House Bill 89  
References  
Vendor Data Form  
Proposal Form (Section 5.4, page 14)  
Cost Summary (Section 5.5, page 15)  
Additional Documents  
    W-9, Tax Payer Identification Number & Certification (Required)  
    Valid copy(s) of Certificates of Insurance – (Required)  
    Bonds – Determined and Required when awarded  
    Certificate of Interested Parties – Form 1295 – Required when awarded  
    HUB certification documentation – if applicable  
Attachments A, B and C

**SIGNATURE SHEET**

I or we, the duly authorized undersigned, having carefully read and fully understand the specifications and conditions relating to this document, do hereby agree to enter into a contract with Denton ISD by tendering this offer to perform the work required and/or provide the products(s) specified in this solicitation. I or we, also certify to the accuracy of the certifications required which accompany this offer.

I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Denton ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Denton ISD’s Purchasing personnel; or in any discussions or actions between offer/offerors and any Denton ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

SUBMITTED BY:

FIRM: \_\_\_\_\_  
(OFFICIAL FIRM NAME)

***MUST BE SIGNED IN INK TO BE  
CONSIDERED RESPONSIVE***

BY: \_\_\_\_\_  
(Original Signature)

Name: \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_  
(Typed or Printed Title) (Date)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**NOTE: Submit copy of Proposer’s  
current W-9 Form**

Taxpayer Identification #: \_\_\_\_\_

I hereby acknowledge receipt of the following addenda (*if applicable*) which have been issued and incorporated into the RFP Document. (Please initial in ink beside each addendum received.)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

**DEVIATION/COMPLIANCE SIGNATURE FORM**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFP document.

No Deviation

Yes Deviation

_____	_____
<i>Signature of Proposer</i>	<i>Date Signed</i>

If yes is checked, please list below. Attach additional sheet(s) if needed.

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**THIS COMPLETED FORM MUST BE RETURNED WITH BID PROPOSAL**  
**Model SB 9 Contractor Certification Form**  
**Criminal History Record Information Review of Certain Contract Employees**

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

**Definitions:**

*Covered employees:* Includes all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_ ("Name of Contractor"), I

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Certify that [check one]:

None of Contractor's employees are *covered employees*, as defined above.

*Or*

Some or all of the Contractor's employee are *covered employees*. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.

Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

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

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NON-COLLUSION STATEMENT**

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer, and that the contents of this RFP as to prices, terms or conditions of said RFP 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 the RFP.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_  
(Typed or clearly printed)

Signature of Authorized Official: \_\_\_\_\_

Position / Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

**CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION**

**CRIMINAL BACKGROUND CHECK**

Bidder/Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Bidder/Proposer certifies to the Denton ISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Bidder/Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Denton ISD’s property or other location where students are regularly present. Denton ISD shall be the final decider of what constitutes a “location where students are regularly present.” Bidder/Proposer’s violation of this section shall constitute a substantial failure.

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

**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or 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.

**THE FELONY CONVICITON NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.**

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

Firm Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
(Typed or clearly printed)

My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_  
\_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: Name and signature of company official should be the same as on the Non-Collusion Statement**

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

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, you (the Vendor):

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency under the Federal OMB, A-102, common rule.

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
(Typed or printed)

Title of Authorized Representative: \_\_\_\_\_  
(Typed or printed)

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**RESIDENT / NONRESIDENT BIDDER'S CERTIFICATION**

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

- “Nonresident bidder” means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- “Texas resident bidder” means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state; or employs at least 500 persons in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident’s bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that \_\_\_\_\_ is a

**Resident Bidder of Texas** as defined in HB 620.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*\*\*\*\*

I certify that \_\_\_\_\_ is a

**Nonresident Bidder of Texas** as defined in HB 620 and our principal place of business is:

City and State: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**CLEAN AIR AND WATER ACT COMPLIANCE**

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(Please Type or Print Clearly)

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Title of Submitting Official: \_\_\_\_\_

Signature: \_\_\_\_\_

# 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

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "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 fee 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.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed;
  - or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.
  - (C) Of a family relationship with a local government officer.

**CERTIFICATION OF REGARDING LOBBYING**

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U. S. Code. This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewable, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Reporting Lobbying," in accordance with its instructions.
  
- 3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

**(PLEASE TYPE OR PRINT CLEARLY)**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Name of Submitting Official)

\_\_\_\_\_  
(Company Address – City, State, Zip)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# PROPOSER/VENDOR CERTIFICATION FORMS

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

*The following provisions are required and apply when federal funds are expended by Denton ISD for any contract resulting from this procurement process.*

The Denton ISD is the subgrantee or subrecipient by definition. The Federal rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards 2 CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when Federal funds are expended by Denton ISD, Denton ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when Federal funds are expended by Denton ISD, Denton ISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. Denton ISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days' notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the Denton ISD. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

*Does vendor agree to abide by the above?*

*Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30FR 12319, 12935, 3cfr Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when federal funds are expended by Denton ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

*Does vendor agree to abide by the above?*

Yes \_\_\_\_\_ *(If yes, insert initials of Authorized Representative of vendor)*

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Federal funds are expended by Denton ISD, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the Denton ISD resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Denton ISD, the vendor certifies that during the term of an award for all contracts by Denton ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 §CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when Federal funds are expended by Denton ISD, Denton ISD requires that the proposer certify that during the term of an award by Denton ISD resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when Federal funds are expended by Denton ISD, Denton ISD requires that the proposer certify that during the term of an award by the Denton ISD resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 2365+ (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Denton ISD, the vendor certifies that during the term of an award for all contracts by Denton ISD resulting from this procurement process, the vendor certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when Federal funds are expended by Denton ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by the Denton ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

## **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –2 CFR § 200.333**

When federal funds are expended by Denton ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

## **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by Denton ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub L. 94-163, 89 Stat. 871).

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*



## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

## CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

*Does vendor agree? Yes \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor)*

**Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above under Proposer/Vendor Certification Forms.**

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## CHAPTER 2252 CERTIFICATION

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, vendor certifies that vendor is not listed on the website or the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, or Section 253.153. Vendor further certifies that should the vendor enter into a contract with any on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, the vendor will notify the Denton ISD Purchasing Department.

## House Bill 89 VERIFICATION

Pursuant to Section 2270.001 Texas Government Code: Does not boycott Israel currently and will not boycott Israel during the term of the contract. 1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; 2) "Company" means a for-profit sole partnership, organization, association, corporation, partnership, joint venture, limited liability owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned representative of proposing company, being an adult over the age of eighteen (18) years of age, shall abide by the above and will immediately notify the Denton ISD Purchasing Department.

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Name of Company Representative (Print)

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Signature of Company Representative

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Date

## REFERENCES

Please provide a minimum of three (3) references, preferably from school districts, who have used your services within the last three (3) years. Additional references may be required. **DO NOT LIST DENTON ISD EMPLOYEES, FORMER OR CURRENT, AS REFERENCES.**

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed and length of Business Relationship: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed and length of Business Relationship: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed and length of Business Relationship: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# VENDOR DATA FORM

## 1. For Purchase Orders: ORDERING ADDRESS INFORMATION

Company Name: \_\_\_\_\_

dba Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Web address: \_\_\_\_\_

Indicate how your company would receive Purchase Orders from Denton ISD.

By Email: Yes  No  Email address: \_\_\_\_\_

By Fax: Yes  No  Fax: \_\_\_\_\_

By Mail: Yes  No  Address: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Purchasing Cooperatives: \_\_\_\_\_

## 2. For Payments: REMITTANCE ADDRESS INFORMATION

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tax ID#: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

## 3. For BID/PROPOSAL Notifications: ADDRESS INFORMATION

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Please insert Required Documents here that are listed on page 17, if applicable, that are not included in this document.

**W-9, Tax Payer Identification Number & Certification (Required)**

**Valid copy(s) of Insurance Documents (Section 2.8 - Required)**

**Bonds (Section 2.9)**

**Certificate of Interested Parties – Form 1295 (Section 2.10 – Required when awarded)**

**HUB certification documentation (if applicable – must be attached to be considered)**

(This page does not need to be returned with packet)

**Provide the following information as an attachment**  
(Identify each at the top of the page with the appropriate Attachment letter)

**ATTACHMENT A – Personnel and Qualifications**

**Personnel and Qualifications**

1. **Provide a Personnel list and their qualifications / certifications of all persons to be assigned to this project.**

**ATTACHMENT B – Comparable Educational and Product Installations**

**List three (3) each of Educational Customers and Comparable Product Installations**

1. **Include name and location**
2. **Provide brief description of installation**

**ATTACHMENT C – Additional Information**

1. **List any previous contract with Denton ISD**
2. **Spin Number**
3. **Evidence of FCC Telecommunication Carrier**