

BRAINATION

Entity # 231593

Request for Proposals

Internet Access, Internal Connections Other than Basic Maintenance, and
Basic Maintenance of Internal Connections

E-Rate Funding Year 2024

470 #240014250

Posting Date: **January 26, 2024**

10325 Bandera Road
San Antonio, Texas 78250

Proposal Due Date:

March 1, 2024 at 4:00 P.M.

Mail, deliver, or E-Mail complete proposal to:

BRAINATION
ATTN: Charles Winkler
10325 Bandera Road
San Antonio, Texas 78250

Telephone: (210) 638-5020
E-Mail: erate@braination.net

**BRAINATION
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

E-RATE FUNDING YEAR 2024

1.0 INTRODUCTION AND DISTRICT OVERVIEW

1.1 RFP INTRODUCTION

Braination (“District”) is publishing a Request for Competitive Sealed Proposals (“RFP”) soliciting written bid responses (“Proposals”) for delivery of herein enumerated products and services from responsible firms (hereafter called “Company,” “Vendor,” or “Respondent”) qualified to provide products and services and who are current participants in the Schools and Library Program of the Universal Service Fund (“E-Rate”).

The District seeks a firm(s) that has experience working with school districts and public entities of similar size.

1.2 DISTRICT OVERVIEW

The District is currently comprised of five residential campuses and three open enrollment campuses. The Residential campuses currently serve 100% “at-risk” students. One campus operate within a foster home and three campuses operate within county juvenile probation facilities. Our campuses are located within the cities of San Antonio (4), San Marcos (1), Gonzales (1), Rockdale (1), Killeen (1).

2.0 NOTICE

The District is requesting these Proposals to address statutory competitive requirements and to determine the most cost-effective service(s) for the District. The District, however, may or may not enter into an Agreement resulting from this RFP.

3.0 *SCOPES OF WORK—See Attachment A*

4.0 LOCAL BIDDING POLICY

The following provides information on the local bidding policy of the District. Respondents are required to read and comply with these instructions.

4.1 Issuing Office

This RFP is issued by:

Braination
10325 Bandera Road
San Antonio, Texas 78250
(210) 638-5000

District website: www.braination.net

4.2 Proposal Information

Proposals will be received by Charles Winkler until 4:00 P.M. on March 1, 2024. Proposals will not be accepted after this date and time.

4.3 Schedule of Events

NOTE: ALL TIMES ARE CENTRAL STANDARD TIME, GMT-6.

Item	Date
RFP/470 Release Date	January 26, 2024
Deadline for Site Surveys	February 29, 2024
Deadline for Questions	February 29, 2024
Proposal Submission Deadline	March 1, 2024

4.4 Site Surveys

4.4.1 *Site Surveys*

Site surveys of our current campuses and central office are encouraged if they will inform a more complete, thorough, and accurate Proposal, particularly for Internal Connections other than Basic Maintenance projects. All site visits are to be arranged through Charles Winkler via E-Mail at **erate@braination.net** and must be completed by the Deadline for Site Surveys in the Schedule of Events.

4.5 Written Inquiries

Respondents may make written inquiries concerning this RFP to obtain clarification of the requirements. Questions should be brought to the attention of:

Charles Winkler at: erate@braination.net

Inquiries ***must*** be submitted to erate@braination.net no later than the date and time specified by the Deadline for Questions listed in the Schedule of Events. Questions received by this deadline, and corresponding answers, will be posted on the E-Rate web page located in the **Public Links** section of <http://www.braination.net> for all Vendors to access and review by issuance of written FAQs. The FAQs will be updated weekly; all interested Vendors who have thus far submitted legitimate communications of interest (i.e. not spam, as identified by USAC at <http://www.usac.org/sl>) will be emailed at the time of each update. Transmission and confirmation of receipt of questions is the responsibility of

the Respondent(s). **Requests for verbal or telephone clarification will be declined and will be non-binding.**

Please include the Form 470 identifier number listed in this RFP in all inquiries; **Form 470 #240014250**

4.6 Rights of the District

The District reserves the right to require additional information from Respondents and to conduct necessary investigations to determine service or product reliability, Respondent performance and to determine the accuracy of Respondent information. Respondents may be required to provide Manufacturers Specification Sheets, General Descriptions, Operating Manuals, System Layout Drawings and/or other support documentation so as to ensure a clear understanding of the project offered.

The District reserves the right to revise the Schedule of Events if such revision is deemed to be in the best interest of the District.

The District reserves the right to cancel any contract due to non-appropriations and lack of E-Rate funding without penalty.

The District reserves the right to award none, one, or multiple Vendors.

The District reserves the right to terminate this solicitation and to reissue a subsequent solicitation, and/or remedy technical errors in the process

4.7 Period of Performance

The period of performance shall begin no earlier than July 1, 2024 and end no later than June 30, 2025 for all services other than Internal Connections other than Basic Maintenance. The performance period for Internal Connections other than Basic Maintenance shall begin no earlier than July 1, 2024 and end no later than June 30, 2025.

4.8 RFP Information and Work Conditions

4.8.1 All Respondents are expected to carefully examine the RFP documents. Any uncertainties or inconsistencies should be brought to the attention of the individual identified in Section 4.5 of this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the Respondent to obtain clarification of any information contained herein that is not fully understood.

4.8.2 The Respondent shall not interfere or disrupt the day-to-day operations of the District, its staff, its students, or other contractors and consultants working for the District.

4.8.3 The Respondent, by and through the submission of a Proposal, agrees to be held responsible for:

- Having examined the Request for Proposal and all referenced applicable decisions of authorities having jurisdiction over the work herein, statutory authority, and local policy;
- Having become familiar with the nature and Scope of Work required by the District; and
- Identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the District’s timeline for completion of services.

4.8.4 Nothing in the RFP shall relieve the Respondent of the Scope of Work and associated work described within. The Respondent shall, in all cases, be solely responsible for the performance of all Deliverables in accordance with and resulting contract milestones.

4.8.5 The Proposal **MUST** take prime contractor responsibility, including the management and performance of any and all subcontractors, products, and services provided.

4.9 Addenda

Only substantive items, as determined by the District, will be addressed in the form of written addenda, which, if issued, will be posted on the District E-Rate web portal. Failure of any Respondent to review any such addendum or interpretation shall not relieve the Respondent from any obligations under their Proposal submitted.

4.10 Proposal Submission

4.10.1 **All Proposals are due by 4:00 P.M. on March 1, 2024.** *Any Proposal received after this time and date will be rejected.* It is the sole responsibility of the Respondent to ensure his Proposal is received by this deadline. No excuses are acceptable, and the determination of the Superintendent is final.

4.10.2 All information requested must be provided by Respondent for the Proposal to be responsive.

4.10.3 In order to be considered responsive, all Respondents must organize their Proposal in accordance with the instructions in the Proposal Requirements, Section 4.11 of this RFP.

4.10.4 Exceptions, substitutions and clarifications to the RFP requirements must be clearly stated and described in detail in the Proposal. For all substitutions and clarifications, state the nature of the exception or clarification and any alternate recommendation that will meet the intent of the District in accordance with the instructions in Section 5, “Proposal Contents” for format requirements.

4.10.5 In the event that a Proposal is provided in which the unit price and the extended price do not agree, the unit price will prevail.

4.10.6 An authorized officer of the Respondent must sign the Proposal. Signature on the Proposal form will signify agreement and compliance with all requirements set forth in this solicitation except where specifically noted in the written response. In addition, the Respondent's signature on the form will indicate the following:

- All data presented in the Proposal is accurate and reliable;
- Information given by the Respondent will constitute good and sufficient cause for rejection of the Proposal.
- Agreement that final payment will not be made until all Services have been completed, required corrections have been made, and all documentation received by District such as drawings, delivery receipts, and any other pertinent paperwork;
- Agreement that all costs, including the costs of subcontractors, either direct or indirect, incurred in the preparation of the Proposal, are the sole responsibility of the Respondent;
- Guarantees that the prices quoted have been established without collusion with other eligible Respondent(s) and without effort to preclude the District from obtaining the lowest possible competitive price; and
- Guarantees that the Respondent has strictly adhered to the federal gifting policy regarding this potential sale.

4.10.7 Each Respondent in submitting a Proposal represents that:

- The Respondent has read and understands the RFP and its Proposal is made in accordance with the Scope of Work. Respondent is familiar with the local conditions under which work is to be performed;
- The Proposal is based upon the materials, labor, systems, and equipment required in the RFP; and
- The Respondent acknowledges a waiver of their right, if any, to recover its costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

4.11 Proposal Requirements and Conditions

In submitting its Proposal, Respondent understands and agrees to be bound by terms and conditions set forth by this RFP:

4.11.1 Submit ONE (1) signed, original Proposal via delivery or regular mail to:

Braination
ATTN: Charles Winkler
10325 Bandera Road
San Antonio, Texas 78250

or via E-Mail (with all signature pages signed and scanned clearly to show Respondent execution) to erate@braination.net no later than the Proposal Submission Deadline.

The Proposal shall be identified on the face of its container or in the subject of its transmittal E-Mail as follows:

**E-Rate Funding Year 2024 Proposal
240014250**

4.11.2 No Proposal will be accepted after 4:00 P.M. on March 1, 2024. LATE PROPOSALS WILL NOT BE ACCEPTED and will be AUTOMATICALLY REJECTED.

4.11.3 Respondents should organize their Proposal in accordance with the instructions in Section 5.0, "Proposal Contents."

4.12 Withdrawing Proposals

Proposals deposited with the District can be withdrawn prior to the time set for opening Proposals. Request for non-consideration of Proposals must be made in writing to Charles Winkler and received by the District prior to the time set for opening Proposals. The Proposal may not be withdrawn after Proposals have been opened, and the Respondent, in submitting the same, warrants and guarantees that its Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such Proposal will not and cannot be withdrawn because of any mistake committed by Respondent.

4.13 Consideration of Proposals

After Proposals are opened, the Proposals will be evaluated on the criteria listed in section 6.2, "Criteria." The District reserves the right to reject any and all Proposals, to re-issue the RFP, modify or change the form of the solicitation or any combination thereof, to waive technicalities, or proceed to contract for service otherwise in the best interest of the District. E-Rate Program rules will be strictly enforced and adhered to during all phases of the project by both the District and Respondent.

4.14 Irregular Proposals

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate Proposals, or deviation(s) from the requirements described herein. However, the District reserves the right to submit

information requests to any Respondent whose Proposal is substantially complete but missing certain general information requested herein and to waive any irregularities and to make the award in the best interests of the District. Respondents must return completed information requests within three (3) days of the request submission or the Proposal will be AUTOMATICALLY DISQUALIFIED.

4.15 Rejection of Proposals

The District reserves the right to reject any or all Proposals for any of the following specific reasons:

- 4.15.1** Respondent does not have a SPIN from the SLD/USAC.
- 4.15.2** Proposals received after the Proposal Submission Deadline as reflected on the cover page and in Sections 4.3 and 4.11.
- 4.15.3** Proposal containing any irregularities as defined in Section 4.14, “Irregular Proposals,” above.
- 4.15.4** Respondent, any subcontractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District, or where such litigation is contemplated or imminent, in the sole opinion of the District.
- 4.15.5** Proposal is incomplete or missing forms described within the Proposal or this RFP, and/or the Respondent fails to respond to Request(s) for Information within the three (3) day time limit.
- 4.15.6** Proposal does not have documented ability to provide discounted billing as required by the SLD/USAC. Please see section 6.5.2 on “Terms of Payment.”

4.16 Disqualification of Respondents

Respondents may be disqualified, and their Proposals not considered, among other reasons, for any of the following reasons:

- 4.16.1** Respondent does not have a SPIN from the SLD/USAC.
- 4.16.2** Reason for believing collusion exists among Respondents.
- 4.16.3** Respondent does not include specific pricing for requested services/products identified in this RFP. These types of Proposals may be considered spam and disqualified as such.
- 4.16.4** Where the Respondent, any subcontractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District, or where such litigation is contemplated or imminent, in the sole opinion of the District.

- 4.16.5** The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
- 4.16.6** Insufficient resources, which in judgment of the District will prevent or hinder promptly providing of additional services, if awarded.
- 4.16.7** Respondent does not have documented ability to discount bills as required by the SLD/USAC. Please see section 6.5.2 on “Terms of Payment.”
- 4.16.8** Respondent is currently ‘red lighted’ by the federal government. All Respondents are to be in good standing with all federal regulations.

4.17 Confidential or Proprietary Markings

Responses to this Request for Proposal become the exclusive property of the District. After contract award, all Proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each Proposal which are defined by the Respondent as business or trade secrets and are clearly marked as “Trade Secret,” “Confidential,” or “Proprietary.” Trade secrets and confidential information contained in the Proposals and clearly marked and identified as such shall not be open for public inspection at any time.

It is the responsibility of the Respondent to clearly mark and identify all portions of the Proposal that, in the Respondent’s opinion, contain trade secrets, confidential information, or other proprietary information. The District recommends the use of the legend “RFP – Confidential,” “RFP – Proprietary,” or words to that effect on each and every section of the Proposal for which the Respondent claims confidential, trade secret, or proprietary status. Prefacing the entire Proposal with a single confidential or proprietary statement is discouraged and may not constitute sufficient designation of trade secrets and confidential information.

The District shall not in any way be liable or responsible for the disclosure of any such records or Proposals or portions thereof, if they are not clearly marked as “Trade Secret,” “Confidential” or “Proprietary,” or if disclosure is required by the Texas Public Information Act, or other applicable law or judicial order. If a third party challenges the trade secrets or confidential nature of certain information, it will be the responsibility of the Respondent to defend that challenge.

4.18 Release of Additional Information

All Respondents are hereby advised and through submission of a Proposal agree and release the District to solicit and secure background information based upon the information including references provided in response to this solicitation. Fully descriptive and complete information should, therefore, be provided to assist in this process and ensure the appropriate impact.

The District reserves the right to conduct all research deemed necessary as part of the evaluation process, which may include the solicitation of additional information from each

of the Respondents, inspection of facilities, and contact of previous clients of Respondents, should the District deem such information necessary.

5.0 PROPOSAL CONTENTS

The following table (Table 5.0) describes the required format and content for the Proposal. The instruction for each section of the Proposal should be considered the minimum for compliance with the requirements of this solicitation. Failure to adhere to this outline may have points deducted from one or more sections of the decision matrix (see Section 6.0) or may eliminate the Proposal from further consideration. (See sections 4.15 and 4.16 for reasons for elimination)

**TABLE 5.0
PROPOSAL CONTENTS**

Proposal Section	Section Contents
1. Cover Sheet	The cover sheet should include: (1) Company Name; (2) Company Address/Phone Number/Fax Number; (3) SPIN and (4) District Form 470 #240014250
2. Contact Information	Name, title, email, and phone number(s) of agent(s) representing Vendor and who is the best direct contact for information requests, points of clarification, and negotiation.
3. Proposal	Specific and detailed description of firm qualifications and proposed methodology to perform required services. See also Scope of Work Section for additional requirements.
4. Cost Schedule	Completed cost schedule on Company letterhead including alternate Proposal costs and/or multiple year contract pricing, breakdown of costs, detailed descriptions and purposes, proper category alignment (e.g. separating basic maintenance from internal connections), and clearly distinguishing the cost of E-Rate <i>ineligible</i> products/services from E-Rate <i>eligible</i> products/services, pursuant to the 2024 Eligible Services List available at www.usac.org/sl .
5. General Implementation	Detailed description of the implementation of the project including: (1) Timeline for project completion; (2) Resources required to achieve success; and (3) Warranty information for all components included in the Proposal, as applicable.
6. Category 2 Services Implementation	<i>Only for Internal Connections other than Basic Maintenance and Basic Maintenance of Internal Connections:</i> Addresses of offices that will support our eligible locations and qualifications and/or certifications of personnel to be working on the projects.
7. References	One complete form (see Attachment B).
8. Representations and Certifications	Complete all portions of this form and submit with your Proposal and supporting documentation (see Attachment C).
9. Conflict of Interest Questionnaire	Complete this form in its entirety (see Attachment D).
10. RFP Terms Agreement	Complete this form in its entirety (see Attachment E).

6.0 EVALUATION AND SELECTION PROCESS

6.1 Overview

The District will consider all applicable factors in determining which Proposal is in the best interest of the District. The District reserves the right to reject any, all, or any part of the Proposal and to accept any advantage considered beneficial to the District. The District reserves the right to waive any information or minor technicalities or to accept a Proposal deemed to be the most cost-effective solution in the best interests of the District.

6.2 Criteria

The following criteria will be used to evaluate each Proposal. A major deficiency in any one area may disqualify a Proposal submission. In assessing the relative value and quality of each Proposal, a Decision Matrix will be utilized in which point values will be assigned in a range from zero to the maximum point weighing for each classification. The maximum score is 100 points. (See Table 6.0)

TABLE 6.0
EVALUATION MATRIX

Criteria
Price of the <i>eligible</i> products and services
Price of the <i>ineligible</i> products, services, and fees, including long-term cost to the District
Prior experience with Vendor
Ability to meet District’s needs as described herein and within the Form 470
Vendor’s reputation and quality of services/products
Flexible USAC invoicing: i.e. the ability to accommodate both Forms 472 and 474

6.3 Opening of Proposal

At 4:00 P.M. on March 4, 2024, all Proposals will be opened and listed aloud. Responses received after opening time will be rejected. The Proposals will be reviewed by the District evaluation team at a later date and time to ascertain which Proposals address all requirements for the Request for Proposal. The team may interview selected Vendors or submit Requests for Information to clarify information contained within a Proposal or to remedy minor omissions of or inconsistencies with the requirements contained herein. The evaluation team will then score each criteria contained in Table 6.0, “Evaluation Matrix” for each Proposal, rank Vendors pursuant thereto, and thereby make their recommendation to the Superintendent for the award of a contract.

6.4 Award of Contract

Award of contract for each Scope of Work, if it is awarded, will be made by the District to the Respondent whose Proposal is determined to be the most cost-effective solution in the best interests of the District. No award will be made until after investigations are made as to the responsibilities of the Respondents. Further, awarding of the contract is conditional and dependent on E-Rate funding and district discretion. In any contract resulting from this RFP, the District retains the right to terminate the contract, in whole or in part, at any time, with a written 30-day notice to the Respondent for reasons enumerated in Section 6.5.8, “Termination,” below.

The Award of contract may be to one, all, some, or none of the Respondents at the sole discretion of the District.

6.5 Terms and Conditions

6.5.1 Invoices

Invoices must be issued by the selected Respondent(s) only be for products and services actually delivered to the District. Supporting documentation of proposed procurement process (i.e. sample invoices) may be included in your Proposal. If the Department of Information Resources (DIR) process or other purchasing cooperative process is different from the normal purchasing process, provide documentation.

6.5.2 Terms of Payment

Terms of payment to the Respondent will be in accordance with the terms of the Agreement based on invoices submitted to and approved by the District and such terms will be pursuant to Section 2251.021 of the Texas Education Code. Invoices shall be fully documented in accordance with the Agreement. Invoices must reflect only the amount due for that portion of the services performed, materials and equipment furnished for the period covered by each invoice. Respondent agrees to invoice by one of the two SLD/USAC invoicing methods (SPI or BEAR). If the SPI method is selected, the service provider agrees to hold sole responsibility for collecting the discounted portion from the SLD/USAC. More information on E-Rate invoicing can be found on USAC’s website at: <http://www.usac.org/sl/>.

6.5.3 Tax Exempt Status

The District is a non-profit educational organization and exempt from all State of Texas sales and use taxes.

6.5.4 Insurance & Bond Requirements

Contractor shall not commence work until all required bonds (Section 12) and insurance coverage (Section 7) have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACCORD form shall be issued to the District showing all required insurance coverage.

6.5.5 Venue

This contract shall be enforceable in Bexar County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Bexar County, Texas.

6.5.6 Notice of Delays

Whenever the Respondent encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes, service interruptions, or other), the Respondent shall immediately give notice thereof in writing to the District, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

6.5.8 Termination

The District retains the right to terminate any contract resulting from this RFP at its exclusive option and at no further cost or obligation to itself for reasons of Respondent's failure to perform satisfactorily in the following areas:

- Quality of Service; and/or
- Fulfillment of other contractual commitments or requirements.

Such termination action will be enacted only after the Respondent has been notified in writing by the District of its dissatisfaction and the Respondent has been given, in the District's opinion, reasonable time to correct the matter of dissatisfaction.

6.6 General Performance Requirements

6.6.1 Performance shall commence upon execution of the contract signed by the Superintendent and the District's authorization to proceed will initiate the project. Thereafter, all work shall be coordinated, reviewed, and approved by the Superintendent or his designee.

6.6.2 Performance of work shall be coordinated with the District so as to minimize the interference of school operations.

6.6.3 Respondent assumes full responsibility for protection and safekeeping of their products, equipment, materials, and work stored on District premises.

- 6.6.4** Respondent agrees to hold the District harmless in any and all liability of every nature and description which may be suffered through bodily injuries, including death of any persons, by reasons of negligence of the Respondent, its agents, employees, or subcontractors.
- 6.6.5** The scope of this contract and requirements of the District as described in the RFP and Proposal shall not be considered as binding on the District, and the Scope of Work awarded actually may be less than or greater than those projected.
- 6.6.6** Respondent warrants that all services performed under any resulting contract will be of the type and quality specified, and the District may reject and/or refuse services, which fall below the quality specified in the RFP and resulting contract.
- 6.6.7** Respondent is expected to provide operational and basic programming instructions relative to major components of installed systems to designated District personnel to ensure the successful cutover of new systems. Furthermore, Respondents will provide a complete set of “as-installed” drawings, or equivalent, indicating the installed location of all cabling and network hardware equipment, feeder boxes, and schematics which comprise the completed system(s) in addition to copies of Manufacturer’s Maintenance, Operations, and/or Programming Manuals relative to any installed equipment, including Station Operations Instruction Manuals relative to the installed equipment.
- 6.6.8** Failure by the Respondent to make reasonable progress in accordance with the approved performance schedule shall entitle the District to seek services from alternate sources wherever available, with the right to seek reimbursement from the Respondent for amounts, if any, paid by the District over and above the contract price.
- 6.6.9** All services performed under this contract, as required by the RFP shall be performed in the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type of contract.
- 6.6.10** Failure of the Respondent to fully comply with the terms and provisions of an awarded contract shall constitute grounds for declaring the Respondent in default of the contract.
- 6.6.11** Re-negotiation of rates, payments, and other necessary or desirable changes in a resulting agreement will take place between the District and Respondent at a place and time convenient to both. Notwithstanding, no increase or decrease in rates or payments may be made without written consent of both parties and countersigned by the appropriate designated representatives.

7.0 INSURANCE

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages. District approval of the coverages held by the winning Vendor shall not decrease or relieve the liability of such Vendor. The winning Vendor must also notify the District at least 30 days prior to reducing or cancelling any of the coverages listed below. The District requires the following minimum insurance coverages:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Including “products and completed operations” coverage:	\$100,000 each person
Bodily Injury Liability	\$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

AUTOMOBILE PUBLIC LIABILITY INSURANCE:

Comprehensive Automobile Liability	\$250,000 each person
Bodily Injury Liability	\$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence
*WORKERS COMPENSATION:	\$100,000 employee liability

*If vendor’s company does not provide Workers Compensation, a letter explaining alternate benefits should be included with the Proposal response.

UMBRELLA LIABILITY:

Minimum Limits	\$1,000,000 each occurrence
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Additionally, the District requires the following:

- 7.1** The Respondent must agree to hold the District harmless from any liability that may occur as a result of the Respondent’s actions and provide the District’s Technology Department a certificate of worker’s compensation coverage for its employees.
- 7.2** All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance.
- 7.3** The District shall be shown as "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Umbrella and the Property insurance policies. Evidence must be included in Certificates of Insurance. All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided.
- 7.4** All insurance certificates shall obligate the insurance company to notify the District of any nonrenewal, cancellation or material change to any of the policies at least 60 days prior to the effective date of the non-renewal, cancellation or change.

- 7.5** Contractor shall be responsible for all deductibles; the District shall approve the deductibles selected.
- 7.6** The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to required minimum insurance coverages and limits when deemed reasonably prudent by District based upon changes in statutory law, court decisions, or potential increase(s) in exposure to loss.

8.0 INDEPENDENT CONTRACTOR STATUS

Respondent recognizes that it is engaged as an independent contractor and acknowledges that the District will have no responsibility to provide transportation, insurance, or other fringe benefits normally associated with employee status. Respondent, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the District by reason hereof, and that it will not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer, partner, employee, or agent of the District, including, but not limited to, unemployment insurance benefits, social security coverage, or retirements benefits. Respondent hereby agrees to make its own arrangements for any such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

9.0 COMPLIANCE WITH LAWS

In the execution of the contract, the Respondent must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, environment, equal employment opportunity, safety, and minimum wages. The Respondent shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the District and the Board of Education and its official and/or contractual representatives against any claim arising from violation of any such law, ordinance, or regulation by itself or by its subcontractors, or suppliers at any tier, or its employees. When requested, competent evidence of compliance with applicable laws shall be furnished.

The Respondent shall cooperate with applicable city or other governmental officials at all times where their jurisdiction prevails. The Respondent shall make application for any permits and permanent utilities, which are required for the execution of the contract. Furthermore, the Respondent shall give all legal notices required and pay all fees required for the work.

10.0 RIGHT TO AUDIT

At any time during the contract and for a period of five years thereafter, pursuant to E-Rate program record retention guidelines, the District or a duly authorized audit representative of the District, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Respondent's records and book relevant to all services provided under this contract. In the event such an audit by the District reveals any errors/overpayments by the District, the Respondent shall refund the District the full amount of such overpayments within thirty (30) days of such audit findings, or the District, at its option, reserves the right to deduct such amounts owing the District from any payments due the Respondent.

11.0 ACCESS TO DOCUMENTS

To the extent applicable to this procurement, in accordance with applicable public law, Respondent agrees to allow, during and for a period of not less than (5) years after the contract term, pursuant to E-Rate program record retention guidelines, access to this contract and its books, documents, and records; and contracts between Respondent and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, other governmental investigative agency, or their duly authorized representative(s) legally authorized to investigate alleged fraud, overcharge, or other diversion of funds from a public school district receiving federal and state public funds.

12.0 PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Requirements for bonds will be determined on a per-contract or per-order basis after awarded Vendor(s) have been established. No performance bond is required with the submission of Proposals and performance bonds, if required, will only be requested for Category 2 items (Internal Connections other than Basic Maintenance and Basic Maintenance of Internal Connections). Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

13.0 WAIVER OF CLAIMS

By executing and submitting a Proposal pursuant to this RFP, the Respondent agrees to waive any claim it has or may have against the District, the District's consultants, and their respective trustees, agents, and employees, and any reference sources arising out of or in connection with the administration, evaluation, or recommendation, or rejection of any Proposal or award of any contract.

ATTACHMENT A-1
SCOPE OF WORK: Internet Service

Internet Access

Project Purpose: To install and maintain a district-wide 50MB Internet Access service.

Type of Service: 50MB Internet Access

Scope of Service: District-wide 50MB Internet connection at campuses listed below.

Note: The District is looking for proposals for a 50MB connection speed.

LOCATION	SERVICE
Innova Joy Campus 319 Indios Road Boerne, TX 78006	50MB Internet Service

Period of Performance: **The District is seeking a Three-Year Contract through June 30, 2027.**

ATTACHMENT A-2
SCOPE OF WORK: Inspire Academy Infrastructure

Internal Connections other than Basic Maintenance

Project Purpose: To implement a enhance the technology infrastructure at our Central Office and Anne Frank campus that integrates into our network by providing a backup battery to prevent equipment/network failure.

Type of Service: Category 2 – Internal Connections other than Basic Maintenance.

Scope of Service: Procurement of network rack mounted UPS solution (with NIC) for each of the four (4) network cabinets to support routers, switches, and servers. Combinations of UPS and external battery packs are acceptable. Only major equipment manufacturers will be considered.

SERVICE	QUANTITY & CAPACITY
Procurement of rack mounted UPS.	Four (4) Rack-mountable UPS. ~2700W or greater each

Period of Performance: The Period of Procurement shall begin no earlier than July 1, 2024, and end no later than June 30, 2025.

ATTACHMENT A-3
SCOPE OF WORK: District Infrastructure

Internal Connections Other Than Basic Maintenance

Project Purpose: To implement a robust technology infrastructure at our schools that integrates into and interfaces with our existing District infrastructure.

Type of Service: Internal Connections

Scope of Service & Specific Deliverables: *See following page, “District Meraki Licenses.” We are **only considering “turnkey” (i.e. complete, fully-functional, and ready for operation) solutions for our Internal Connections projects. Please do not submit partial responses to the items enumerated on the following page.***

Period of Performance: The Period of Performance shall begin no earlier than October 20, 2024 and end no later than October 19, 2025, pending any delays in delivery that require a contract and delivery extension filing with USAC, pursuant to E-Rate guidelines.

District Meraki Licenses

Licenses to cover the following campuses and offices, Bell Campus, Hays Campus, Innova Joy, Anne Frank Inspire Academies, Rise Inspire Academy, Legacy Ranch Campus, Rockdale Campus, and Central Office.

For additional information contact Charles Winkler (erate@braination.net)

Note: Where specific make/model is specified, it is only to describe desired functionality. Products that offer equivalent functionality are acceptable.

4	LIC-MS120-8LP-1YR	Meraki MS120-8LP Enterprise License and Support, 1 Year
2	LIC-MS225-24P-1YR	Meraki MS225-24P Enterprise License and Support, 1YR
1	LIC-MS225-48FP-1YR	Meraki MS225-48FP Enterprise License and Support, 1YR
18	LIC-MS225-48LP-1YR	Meraki MS225-48LP Enterprise License and Support, 1YR
1	LIC-MS250-24-1YR	Meraki MS250-24 Enterprise License and Support, 1YR
2	LIC-MS355-24X-1YR	Meraki MS355-24X Enterprise License and Support, 1 Year
1	LIC-MS425-16-1YR	Meraki MS425-16 Enterprise License and Support, 1YR
6	LIC-MV-1YR	Meraki MV Enterprise License and Support, 1YR
1	LIC-MX65W-SEC-1YR	EOS Meraki MX65W Advanced Security License and Support, 1YR
6	LIC-MX84-SEC-1YR	EOS Meraki MX84 Advanced Security License and Support, 1YR
1	LIC-MX250-SEC-1YR	Meraki MX250 Advanced Security License and Support, 1YR
1	LIC-MX400-SEC-1YR	Meraki MX400 Advanced Security License and Support, 1YR
1	LIC-MX450-SEC-1YR	Meraki MX450 Advanced Security License and Support, 1YR
45	LIC-ENT-1YR	Meraki MR Enterprise License, 1YR

ATTACHMENT A-4
SCOPE OF WORK: Inspire Academy Infrastructure

Internal Connections other than Basic Maintenance

Project Purpose: To enhance the technology infrastructure at our Anne Frank Inspire Academies campus that integrates into our network by providing WIFI 6 and high utilization to prevent network congestion and enhance the student experience.

Type of Service: Category 2 – Internal Connections other than Basic Maintenance.

Scope of Service: Procurement of MR36, Meraki Wireless Access Points for student and faculty network with a Five (5) year license. Only Cisco Meraki MR36 access points will be considered.

SERVICE	QUANTITY & CAPACITY
Cisco Meraki MR36	QTY: 40 each, with 5 year license

Period of Performance: The Period of Procurement shall begin no earlier than July 1, 2024, and end no later than June 30, 2025.

ATTACHMENT A-5
SCOPE OF WORK: District Basic Maintenance

Basic Maintenance of Internal Connections

Project Purpose: To ensure sufficient district-wide support and maintenance to implement and maintain the eligible products and services requested herein for approximately 8 eligible locations.

Note: The Respondent will be required to log Basic Maintenance of Internal Connections hours through the District IT Ticketing system for record-keeping purposes.

Type of Service: Basic Maintenance of Internal Connections

Scope of Service: Cisco Meraki maintenance for all existing eligible Meraki equipment; an equipment listing is available upon request.

SERVICE	QUANTITY & CAPACITY
Maintenance of Eligible Engineering Support	120 hours of basic maintenance and technical support for repair and upkeep of eligible equipment at 8 eligible locations.

Period of Performance: The Period of Performance shall begin no earlier than July 1, 2024 and end no later than June 30, 2025.

**ATTACHMENT B
LISTING OF CLIENTS**

Company Name		
Address		
Contact Name	Phone	E-mail
Company Name		
Address		
Contact Name	Phone	E-mail
Company Name		
Address		
Contact Name	Phone	E-mail

ATTACHMENT C REPRESENTATIONS AND CERTIFICATIONS

Please complete all portions of this form and submit with your formal Proposal and supporting documentation.

1.0 TYPE OF BUSINESS

(a) The Respondent represents as part of its offer that it operates as (Mark with an “X”):

- An Individual
- A Partnership
- A Sole Proprietorship
- A Corporation
- Another entity _____.

(b) If incorporated, under the laws of the State of _____.

2.0 NO FELONY CONVICTION REPRESENTATION

Texas Education Code, Section 44.034, “Notification of Criminal History,” Subsection (a) states, “a person or business entity that enters into contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

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

This notice is not required of a publicly-held corporation.

By executing Section 9.0, “Signature Block for all Representations and Certifications” below you certify and represent as the undersigned agent for the firm named below that the information concerning notification of felony convictions has been reviewed by an Authorized Agent of the Company and that the following information furnished is true and correct:

Company Name:
Name and Title of Authorized Agent:

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

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

- c.** 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): _____

3.0 FEDERAL DEBARMENT CERTIFICATION

The Respondent represents and certifies as part of its offer that the Company and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with any federal department or agency of the federal government, or from the E-Rate program as a result of conviction for criminal violations or held civilly liable for certain acts arising from participation in the Schools and Libraries Program.

4.0 COVENANT AGAINST GRATUITIES

The Respondent represents and certifies as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities valued at \$20.00 or more per incident not to exceed \$50.00 per employee per calendar year (in the form of entertainment, gifts, or otherwise) directly or indirectly to any director, officer, employee, or agent/consultant of the District with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the Award of the contract.

5.0 PARENT COMPANY INFORMATION

(a) The Respondent is owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the Respondent. To own the offering company means a parent company must own more than 50% of the voting rights of the company.

- YES—Proceed to (b)
- NO—Please provide your Employer’s Identification Number

(b) If the Respondent is owned or controlled by a parent company, fill out the following information:

Name of Parent Company:	
Address of Main Office:	
Telephone Number:	E-mail Address:
Parent Company’s Employer’s Number:	

6.0 CERTIFICATION OF NON-COLLUSION

The undersigned certifies that he or she is duly authorized to execute this contract on behalf of Respondent and that the undersigned and the company, corporation, firm, partnership, individual, or other entity for whom the undersigned provides this certification has not prepared its Proposal, offer, or Proposal in collusion with any other Respondent, competitor, any other entity engaged in the business being transacted, or any District employee or representative. The Respondent certifies that the contents of the offer or Proposal submitted as to prices, terms, or conditions of said Proposal have not been communicated by the Respondent, its employee, or agent to any other person engaged in the type of business being transacted prior to the official opening of this Proposal.

7.0 CONFLICT OF INTEREST QUESTIONNAIRE

The Respondent represents and certifies that it will complete the State of Texas Conflict of Interest Questionnaire (appended hereto as Attachment D) pursuant to Chapter 176 of Local Government Code and that all information contained therein is true and accurate.

8.0 COMMUNICATIONS CERTIFICATION

- (a) All oral and written communications with the District regarding this solicitation shall be exclusively with the person identified in Section 4.5. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information, or otherwise create the appearance of impropriety or unfair competition and thereby compromise the integrity of the District's procurement system.
- (b) By submission of this offer, the Respondent certifies that it has not, and will not, prior to contract award, discuss this RFP orally or in writing with any District employee or other representative (Including Board of Education members, District contractors, or District consultants) other than the individual named in Section 4.5 of this RFP.
- (c) The Respondent represents and certifies that it has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by the TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Proposal. The Respondent further represents and certifies that it has not offered, conferred, or agreed to confer a pecuniary benefit or other things of value as consideration for the District's decision, opinion, recommendation, vote or other exercise of discretion concerning this Proposal and that the Respondent has not coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent, or employee of the District concerning this Proposal on the basis of any consideration not authorized by law. The Respondent also certifies and represents that it has not received any information that is not available to other Respondents so as to give the undersigned a preferential advantage with respect to this Proposal. The Respondent represents and certifies that it has made no violations of any state, federal, or local laws regulations, or ordinances relating to bribery, improper influence, collusion, or the like in preparing and submitting the Proposal. Finally, the Respondent represents and certifies that it will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the District in return for the person having exercised the person's official discretion, power, or duty with respect to this Proposal and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the District in connection with information regarding this Proposal, the submission of this Proposal, the award of this Proposal, or the performance, delivery, or sale pursuant to this Proposal.

- (d) These Representations and Certifications are material representations of fact upon which reliance will be placed at the time of the awarding of a contract. If it is later determined that the Respondent knowingly rendered an erroneous Representation or Certification, in addition to any other remedies the District may have, the District may terminate the contract resulting from this solicitation for default and/or recommend that the Respondent be debarred or suspended from doing business with the District in the future. In addition, a false representation could be a violation of the *Texas Penal Code*, Paragraph 37.10. **Respondent signs under the pains and penalties of perjury.**

9.0 SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

The Respondent hereby declares that they have read this RFP and submit their Proposal with full knowledge of the requirements. Respondent further certifies and represents that all information submitted in their Proposal and pursuant to this RFP is true and correct and that execution by an Authorized Company Agent below confirms this fact.

Name of Company:
Main Office Address:
Telephone Number:
E-mail Address:
Name & Title of Authorized Agent:
Signature & Date:

RESPONDENTS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION REQUIRED BY THE SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE. A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE DISTRICT MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE *TEXAS PENAL CODE*.

ATTACHMENT D

Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with BRAINATION, Inc.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of BRAINATION, Inc. Employee with whom you have a relationship. Indicate "None" if Not Applicable.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of BRAINATION Employee that you have a relationship with</p>		
<p>4 Describe each employment or other business relationship with the BRAINATION, Inc. employee, or a family member of BRAINATION, Inc. employee, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the BRAINATION, Inc. employee. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the BRAINATION, Inc employee or a family member of the BRAINATION, Inc employee receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the BRAINATION, Inc employee or a family member of the BRAINATION, Inc employee AND the taxable income is not received from BRAINATION, Inc?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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 BRAINATION, Inc employee serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the BRAINATION, Inc employee or a family member of any BRAINATION, Inc employee one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with BRAINATION, Inc.</p> <p style="text-align: right;">_____ Date</p>		

ATTACHMENT E RFP TERMS AGREEMENT

Please read and complete all portions of this form and submit with your formal quote and supporting documentation.

By submitting a Proposal, I agree to the terms and condition written within the RFP. I also agree that no contract can take away from the terms, conditions, and specification of the RFP and in no way will the contract or submitted Proposal supersede the RFP guidelines, requirements, and specifications.

I also agree that any deviation from the RFP’s guidelines, requirements, and specifications, must be submitted in writing. All deviation must be identified and approved before the contract is signed. Once the contract has been signed by both parties no deviation will be considered without approval. Any deviation from the RFP’s requirements that is being included within the Proposal submission will require a written notice and explanation in the Proposal; this written notification in no way authorizes the proposed deviation. These deviation notices must be brought to the attention of the District by the requestor of the deviation. The District reserves the right to approve or deny any deviation from the RFP requirement as is in the best interests of the District and its students.

I also certify that the submitted Proposal complies with or exceeds the requirements of the RFP. I agree to supply all items, including hardware and/or services that are missing from the proposed solution, that are required to meet the specifications of the RFP, at no additional cost to the District. I also agree that once my Proposal is submitted it is a fixed cost solution.

I, _____ as an official representative of
(Authorized Company Representative)

_____ agree to the terms of this RFP.
(Company)

Signed _____

Dated _____