



REQUEST FOR PROPOSAL

RFP – 071522IT

Information Technology IT Network Equipment

July 19, 2022

<p>PROPOSAL SUBMISSION:</p> <p>Bonfire SWK</p> <p>Procurement Department Southwest Key Programs</p>	<p>REFER INQUIRIES TO:</p> <p>Bonfire SWK</p> <p>Santiago Tella Procurement Specialist</p>
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*To access proposal documents on Bonfire, a free registration is required.

PROPOSALS ARE DUE: August 3, 2022, by 5:00 p.m. CST

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1 INTRODUCTION AND OVERVIEW

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

Southwest Key Programs (SWK) intends to solicit proposals for the purchase of Meraki equipment and accessories along with the installation of Meraki Wireless Access Points (WAPs), licensing, and accessories shipped to locations listed in Attachment F (Service Locations) The RFP includes purchasing new equipment and providing installation services for wireless equipment.

The network remediation will provide services and products for a solid and constant wireless network quality that supports voice/video calls. An updated network will decrease downtime and enable quick resolution for problem-related incidents. |

1.2 BACKGROUND INFORMATION

SWK is a national nonprofit organization that exists to create opportunities and improve the quality of life for thousands of youths and families each day by providing safe shelter, alternatives to incarceration, career development, and quality education. This is done through three areas of programming: Immigrant Children's Shelters, Youth and Family Services, and Workforce Solutions.

1.3 REQUIREMENTS AND DELIVERABLES

1.3.1 Eligible Respondents

The Respondent should act as Master of Network installation and equipment rollout. The Respondent should have experience in office drops, locations connected by direct fiber, and wireless connectivity from building to building.

- a) *Installation needs for cable and wiring services* - The Respondent should be one source for total system and engineering, Network installation, and support from project conception through completion.
- b) *Services should extend beyond physical cabling* - The Respondent must offer varied networking services, including network planning. The Respondent should have references citing success in router installation, firewall installation, and wireless routing (See Attachment D – Respondent Reference Form).

The Respondent may opt to cite successful jobs in:

- LAN/WAN (Local Area Network/Wide Area Network) design and installation services
- Wireless network installations
- Optical fiber splicing, termination, and installation services
- Site surveys
- Cable management and Information Technology (IT) closet cleanup
- Baseband/broadband LAN/WAN network
- Feasibility studies
- Pre- and post-installation documentation
- Total project management

1.3.2 Scope of Work

SWK seeks to purchase and deploy right-sized network equipment and replace ethernet and fiber cabling that are defective or sub-optimal based on certified standards. These sub-optimal network equipment items include temporary Meraki network switches and access points, fiber cabling, network MDF/IDF (Main Distribution Frame/Intermediate Distribution Frame) cabinets, and patch panels, non-Meraki permanent network switches and hubs, network ethernet, User Datagram Protocols (UDP) and Power Distribution Units (PDU). Below is a list of items for this project:

Table 1.1 Meraki Equipment. The information reflected in table 1.1 does not guarantee present or future ordering volumes. SWK reserves the right to order products as business dictates.

Meraki Equipment			
Device	Item/Model	Purpose	Quantity
Switching	MS425-16-HW	Core/Distribution/Aggregation Fiber - 16 port	70
	MS355-48X2-HW	Core/Distribution/Aggregation Standard - 48 port	65
	MS250-48FP-HW	Stackable Switch Standard - 48 port	291
	MS250-24P-HW	Stackable Switch Standard - 24 port	51
Total			477
Wireless	MR36-HW	Standard Wireless Access Point	819
	MR56-HW	High Density Wireless Access Point	183
	MR86-HW	Outdoor Wireless Access Point	34
Total			1036
Licensing	LIC-MS425-16-3YR	MS 425 3-year license	14
	LIC-MS355-48X2-3YR	MS 355 3-year license	81
	LIC-MS250-48FP-3YR	MS 250 - 48 port 3-year license	291
	LIC-MS250-24FP-3YR	MS 250 - 24 port 3-year license	91
	LIC-ENT-3YR	MR 86, 56, 36 3-year license	1036
Accessories	MA-SFP-10GB-LRM	10GB Fiber SFP	222
	MA-CBL-40G-1M	Long Stacking Cable	493
	MA-PWR-250WAC	MS425 Redundant Power Supply	20

The following information represents the expected labor to be performed per area:

a) General/Site-Wide

- Drops for Access Point (AP) on walls/ceilings
 - SWK will provide marked drawings/maps of approximate desired locations
- Inspect and properly hand current wireless access point that are improperly mounted
- All new drops need to be Category (CAT) 6 runs/ports
- All new and existing ethernet/fiber runs certified, located, mapped, and labeled
- Terminate all ethernet runs into 48 port 1U keystone patch panels
- Patch cables should be the appropriate length, cable wrap labeled, CAT 6 slim snag-less boot, with the color Purple used for access points

1.3.3 Timeline/Milestones

Within 30 days of contract execution, a project plan must be completed by the Respondent that outlines the timeline of walkthrough/inspections, hardware lead times, installation of hardware listed in the Scope of Work (Section 1.3.2), and how maintenance will be accepted and remediated if issues arise with the work related to the project.

Within ten (10) business days of contract execution, all hardware listed in the Section 1.3.2 (Scope of Work) must be ordered and paid for by the Respondent.

Within 15 days of hardware installation, the Respondent must provide a summary document and any training materials to the SWK Information Technology (IT) department.

Network continuity must be achieved throughout the project. "Downtimes" must be avoided. The Respondent must provide a plan to honor this specific requirement.

1.3.4 Deliverables

The Respondent may be asked to deliver the following based on the contracted need:

- a) Management of communication and timing of the implementation
- b) Ongoing collaboration with assigned SWK point of contact and/or project managers
- c) Determination and creation of management/maintenance structure for environments
- d) Complete walkthrough of the facility with a member of the SWK IT Department prior to hardware purchases/ installation determination
- e) Complete installation of all hardware items listed in section 1.3.2 (Scope of Work)
- f) Determination of future maintenance needs of the installed product. Point of contact for 'Respondent's communication and management, delivering:
 - Scheduled project team meetings
 - Scheduled touch-base meetings
 - Ad-Hoc incident/pivot meetings
 - Monthly vendor invoice reconciliation with accounts receivable
- g) The Respondent must notify SWK if subcontractors will participate in the project and must provide subcontractors' credentials. SWK must approve subcontractors before work is started at SWK locations.

1.3.5 Shipping and Delivery of equipment

All equipment, including licensing and accessories, must be received before August 31, 2022. All equipment must be shipped to each Regional Headquarters (Please see Attachment F – Service Locations - Attention: Frederick Smith). The successful Respondent will provide a shipping and delivery plan that includes the following:

- How soon will equipment be shipped upon receipt of initial order?
- How will shipping information be communicated to SWK and tracked?
- How will products be shipped and delivered to the Regional HQs?
- How lost, missing, or damaged shipments be handled and resolved?
- In case of supply chain issues, what is the proposed contingency plan to receive the product by August 31, 2022?

1.4 WARRANTY

All services performed hereunder shall conform to the requirements of this proposal and subsequent contract and shall be performed by qualified personnel under the highest professional standards. All items furnished hereunder shall conform to the needs of SWK and shall be free from defects in design materials and quality. Any shortcomings of design, quality, or materials shall be fully corrected by the Respondent (including parts and labor) without cost to SWK. The warranty period on quality and materials shall be based on a minimum of twelve (12) months from the time of acceptance by SWK.

2 GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION – PROPOSALS MUST BE RECEIVED ON OR BEFORE:

July 29, 2022, by 12:00 p.m. CST

Proposals must be submitted through the [Bonfire SWK](#) platform. Email submissions will not be accepted. **REQUESTS RECEIVED AFTER THE DUE DATE WILL BE DISQUALIFIED.**

2.2 PERIOD OF NON-COMMUNICATION

The "Period of non-communication" is considered to be from the time the solicitation is published through receipt of a fully executed contract. During this time, all correspondence and/or communications regarding this solicitation are restricted to the Procurement Department staff. Contact with any other Southwest Keys employees during this period may result in disqualification from an award. Please address all questions and communications to the Procurement Team at [Bonfire SWK](#).

<https://www.bidnetdirect.com/>.

2.3 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

DATE	EVENT
July 19, 2022	Publication of Request for Proposal on Texas Smart Buy and BidNet Direct and Bonfire .
July 27, 2022	Required Notice of Intent to submit a proposal via Bonfire .
July 27, 2022	Written questions due to Bonfire .
August 1, 2022	Responses to all written questions will be published in an Addendum on BidNet Direct , Texas Smart Buy , and Bonfire
August 3, 2022, by 5:00 p.m. CST	The proposal must be submitted on Bonfire .
July- August 2022	Evaluation process, oral presentations, and/or negotiations.
July- August 2022	Approximate beginning date of contract and commencement of work.

2.4 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

Anyone wishing to obtain clarifying information about this Request for Proposal may submit questions through the [Bonfire SWK](#) portal. All questions will be responded to in an addendum posted on [Bonfire SWK](#).

2.4.1 Requests for Additional Information

To ensure that no prospective respondent may obtain a competitive advantage because of the acquisition of information unknown to other prospective Respondents, any additional information provided by SWK in response to written inquiries that are different from or in addition to the information provided in the RFP will be posted as an addendum to the Request for Proposal. Phone inquiries will not be accepted.

2.5 NOTICE OF INTENT TO SUBMIT

Respondents intending to submit a proposal are encouraged (but not required) to provide a written letter of intent (Attachment A – Notice of Intent).

2.6 STANDARD PROPOSAL REQUIREMENTS

- A. Proposals that address only part of the requirements contained in this RFP may be considered non-responsive.
- B. SWK reserves the right to:
 - 1. Reject any and all proposals
 - 2. Negotiate portions thereof, including the submitted cost proposals/budget
 - 3. Select the proposal based on the best value to the company. The Respondent shall furnish additional information that the evaluation team may require in order to complete the evaluation of the proposals submitted. Failure to provide the requested material or information may disqualify the proposal
 - 4. Cancel or re-issue the RFP at any time
 - 5. Request and record and/or videotape all Webinars, Web demos, conference calls, demos, or other communications relative to this RFP
- C. The Respondent must work with SWK staff to clarify the design of the materials, project design, project activities, and/or other products and modify these items if necessary.
- D. Proposals must be valid for 180 days after the proposal date.
- E. Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.7 NON-DISCLOSURE AGREEMENTS

The Respondent must sign non-disclosure agreements upon award and execution of a contract. All information and data furnished to the Respondent by SWK and all other documents to which the Respondent's employees have access during the Contract term shall be treated as confidential to SWK. Any oral or written disclosure to unauthorized individuals is prohibited and can be grounds for proposal dismissal and termination of any contract awarded.

Additionally, information regarding the programs maps and schematics will be available upon request and access will be provided once Non-Disclosure Agreements are signed on [Bonfire](#).

2.8 NOT RESPONSIBLE FOR PREPARATION COSTS

SWK is not responsible for any costs incurred in the preparation and submittal of a proposal.

2.9 DISCLOSURE OF PROPOSAL CONTENT

Proposals are subject to the Freedom of Information Act (FOIA) at 5 USC 552. Pursuant to **2CFR200 §200.315**, respondents may protect trade secret and confidential information from public release. If the Respondent asserts that information provided in the proposal is trade secrets or other confidential information, it must be clearly marked. Such information must be in boldface type and include the words "confidential" or "trade secret" at the top of the page.

2.10 CONFLICT OF INTERESTS

A Respondent will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, the Respondent's response to this RFP must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a proposal from the Respondent and its proposed subcontractors, possible selection as successful Respondent, or its performance of the contract.

For purposes of this RFP, "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections outside simply responding to this RFP. These connections must be disclosed if a reasonable person could expect the connection to diminish the Respondent's independence of judgment or effectiveness in the performance of the Respondent's responsibilities to SWK under the contract. Connections also fall within this definition if a reasonable person could expect the connection, within the overall context of Respondent's submission of a proposal, possible selection as successful Respondent, or its performance of the contract, to create an issue for the company's consideration relative to a potential appearance of impropriety or conflict of interest.

By submitting a response, the Respondent agrees that it is under a continuing duty to supplement its response under this provision. The duty to disclose any conflicts of interest is an ongoing obligation throughout the Contract term. If the circumstances certified by the Respondent change or additional information is obtained after submission of proposals, the Respondent shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation. Report conflicts of interest to:

SWK General Counsel

Legal @swkey.org

512-462-2181

3 PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

Proposals must be submitted in an electronic format (ie.PDF) and include the sections referenced in section 3. A transmittal letter must accompany the proposal and include the following details:

- a) Respondent's commitment to performing the implementation of the work within the project schedule
- b) Brief executive summary of the proposal contents
- c) A statement that the signatory of the transmittal letter has the authority to bind the Respondent:



Include name, title, and contact information

3.1.1 Proposal Cover Page

Proposals should include a cover page that clearly states the firm's name or organization, local business address, and the name, position, and telephone number of the Respondent's Project Administrator, who may be contacted regarding the proposal. See Attachment B.

3.1.2 Table of Contents

Present a clear and comprehensive identification of the contents of your proposal by section and by page number.

3.1.3 Response Checklist

This checklist is to assist Respondents in ensuring that all information is included in their response. Respondents must refer to the appropriate section of the RFP for detailed information on the following:

Notice of Intent to Submit a Proposal	Attachment A
Transmittal Letter	Section 3.1
RFP Cover Page	Section 3.1.1 / Attachment B
Table of Contents	Section 3.1.2
Management Plan	Section 3.2
Cost Proposal	Section 3.3 / Attachment G
Respondent's Profile and Financial Responsibility	Section 3.4 / Attachment C & D
W-9/ Certificate of Insurance (COI)	Provide an updated copy of COI & valid W-9 with EIN/Tax ID

3.2 MANAGEMENT PLAN

Respondent should submit a proposal that details how each requirement listed in Section 1.3.2, Scope of Work, will be provided throughout the agreement. At the minimum, the following should be described: the strategy for providing the services, the proposed schedule of services, and any other information required in the section.

Once the award is granted, and the project has started, the Respondent is expected to schedule and facilitate weekly status meetings, maintain a project updates and budget additions tool, and report all critical changes or prognostications to the project managers and stakeholders. Proposals will include the 'Respondents' ability to meet these needs.

Respondent must provide the following information regarding managing the SWK account:

- a) Name, title, and contact information for the proposed account manager.
- b) Implementation plan including a schedule showing the tasks and start and completion dates for each task.
- c) Ongoing project management and issue resolution. Describe how the project will be proactively managed and how issues will be resolved.
- d) Points-of-contact (POCs) available to SWK for questions and problem resolution.
- e) Cadence and topics discussed for business review meetings.

3.3 COST PROPOSAL

The Respondent must submit a budget detailing all costs necessary to accomplish the project objectives and requirements of this RFP as indicated in Section 1.3.2 Requirements and Deliverables. Cost Proposals must describe all fees associated with the services provided by the Respondent and must complete and submit Attachment G – Cost Proposal (Excel) as part of the solicitation package. Respondents who do not submit Attachment G in Excel format may be disqualified at SWK's discretion.

In addition, the respondents are encouraged to submit supporting documentation for pricing on parts, labor costs, and additional information deemed relevant to the project in their desired format.

3.4 UNDERSTANDING OF THE SOLICITATION

Each vendor must explain their capabilities when it comes to providing results with other clients, qualifications of personnel, work plan and approach, and providing cost-effectiveness for SWK in detail (locations they can serve and key roles they can fulfill). If they are a current vendor, they must also meet the criteria of the current RFP to continue the relationship with Southwest Key Programs.

3.5 RESPONDENT'S PROFILE AND FINANCIAL RESPONSIBILITY

The Respondent must submit a company profile detailing the following (See Attachment C):

1. Basic organizational information, such as the organization's size, how long the organization has been in business, whether the organization is a public or private entity, etc.
2. Location of the organization's offices.
3. The range of services provided.
4. List of similar customers.

The Respondent must submit a summary of its qualifications (not to exceed three pages). The summary should include details about the Respondent's expertise in Network Remediation.

The Respondent must submit at least three (3) references where the Respondent provided similar services (Attachment D).

A respondent may be required to submit indicators of financial stability before award. Examples of requested documentation include:

- Most recent audited financial statements or certified public accountant compiled financial reports.
- Articles of organization and/or documents of incorporation.

4 REVIEW OF PROPOSALS

4.1 REVIEW OF PROPOSALS

Review of proposals will begin as soon as practical after receipt. The evaluation team shall consist of SWK staff knowledgeable in the content area. The recommendations of the evaluation team will be assembled and presented to senior executive staff who will:

1. Approve the proposal in whole or in part;
2. Disapprove the proposal; or
3. Defer action on the proposal for such reasons as a requirement for further evaluation.

SWK may not disclose any information until both parties execute a contract. Additional copies of proposals not selected for funding will be destroyed in accordance with an approved Records Retention Policy.

4.2 SELECTION CRITERIA

Proposals will be selected based on the ability of each Respondent to carry out all the requirements contained in this RFP. A Respondent who is in default or otherwise not in good standing under any other current or prior Contract with SWK at the time of selection will not be eligible for the award of this contract. SWK will base its selection on, among other considerations, demonstrated competence, qualifications of the Respondent, past contractor performance, and the proposed budget/cost.

SELECTION CRITERIA FOR SERVICES	POSSIBLE POINTS
A. Qualifications and Experience: <ol style="list-style-type: none"> 1. Assessment of the history of the 'Respondent's company, their experience related to the requirements within the RFP, and evidence of past performance. 2. Has the Respondent demonstrated the ability to work on a similar size and scope project, and was the outcome satisfactory? <i>Source: Section 1.3 (Requirements and Deliverables) / Attachment C (Company Profile)</i> 	40
B. Management Plan: <ol style="list-style-type: none"> 1. Describes how the Respondent will meet and comply with the quality standards established in the proposal. At a minimum, and an outline of the Respondents procedures to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements outlined in this RFP. <i>Source: Section 3.2 (Management Plan)</i> 	30
C. References: <ol style="list-style-type: none"> 1. The Respondent provided a list of three but no more than five references of relevant past and present contracts for Federal, State, and City agencies and commercial within the past three years, and a minimum of two references provided a positive reference for the scope of services. <i>Source: Attachment C / D (Respondents Profile and Financial Responsibility, References)</i> 	10
D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project: <ol style="list-style-type: none"> 1. Costs are appropriately aligned with primary program objectives. 2. Costs associated with specific activities and tasks are reasonable for the work proposed. <i>Source: Section 1.3 (Requirements and Deliverables) / Section 3.3 (Cost Proposal) / Attachment G (Cost Proposal)</i> 	20
Total	100

4.3 DISCRIMINATION

No person shall, on the grounds of race, color, national origin, sex, age, disability, religion, citizenship status, genetic information, sexual orientation, gender identity, or any other protected class, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any SWK program or activity.

4.4 ENCOURAGED PARTICIPANTS

It is the policy of SWK that the following business enterprises have the maximum opportunity to participate in the purchasing and contracting process: (1) Small Businesses, (2) Women-Owned Businesses, (3) Minority-Owned Businesses, and (4) Veteran-Owned businesses. Accordingly, SWK encourages all the businesses mentioned above to compete for, win, and receive contracts for goods, services, and construction. Also, SWK encourages all companies to subcontract portions of any SWK contract to the businesses mentioned above.

4.5 BEST AND FINAL OFFER

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, SWK may permit a respondent to revise its proposal to obtain a best and final offer (BAFO). SWK will provide each Respondent within the competitive range with an equal opportunity to discuss and revise their proposal, and a respondent may elect not to amend their original proposal.

SWK is not bound to accept the best-priced proposal if that proposal is not the most advantageous to SWK as determined by the evaluation team.

5 CONTRACTUAL REQUIREMENTS

5.1 CONTRACT CLAUSES

For this proposal, respondents will be required to comply with SWK's policies and all applicable federal, state, and local laws, regulations, and rules. Such regulations include but are not limited to the following.

1. All services must be rendered under the Federal Information Security Modernization Act of 2014 (FISMA).
2. 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
3. 52.233-3, Protest After Award (AUG 1996) (31 USC 3553).
4. 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 USC 3805 note)
5. 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 USC 3509)
6. 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 USC 6101 note)

5.2 RESPONDENT'S PROPOSAL

The selected proposal(s) will be incorporated into the contract prepared by SWK for signature by the contracting parties.

5.3 CONTRACT REVIEW REQUIREMENT

SWK reserves the right to review any materials and/or products developed or adapted by the Contractor. Upon completion of the contract period, all documents will be returned to SWK or destroyed accordingly. All documents created at any time during the contract period belong to SWK. A designated SWK staff (i.e., project manager) will establish procedures for communicating phase-out and transition of the deliverable(s).

5.4 PAYMENT

Payments are made in accordance with SWK policy and procedure. Payment is only by reimbursement upon satisfactory performance of services. Payment is contingent upon the submission of properly prepared and certified invoices. The information provided on each detailed status report must coincide with the tasks outlined in the approved budget, as negotiated by SWK.

6 APPENDIX

ATTACHMENT A – NOTICE OF INTENT TO SUBMIT A PROPOSAL

ATTACHMENT B – COVER PAGE SUGGESTED FORMAT FOR PROPOSAL

ATTACHMENT C – RESPONDENT COMPANY PROFILE FORM

ATTACHMENT D – RESPONDENT REFERENCES FORM

ATTACHMENT E – GENERAL TERMS AND CONDITIONS

ATTACHMENT F – SERVICE LOCATIONS

ATTACHMENT G – COST PROPOSAL

ATTACHMENT A

NOTICE OF INTENT TO SUBMIT A PROPOSAL RFP

Proposal Title: _____

The undersigned organization hereby files a notice of intent to submit a proposal:

Name of Organization:	
Mailing Address:	
Contact Person:	
Email:	
Phone Number:	
FAX:	

- Filing this notice is not mandatory; however, it will assist SWK in anticipating the volume of proposals to expedite the review process better and finalize contract awards.
- Filing this notice in no way binds the organization to submit a proposal for this RFP.
- Proposers who do not file this notice are still eligible to submit a proposal.
- PLEASE SUBMIT THIS NOTICE BY EMAIL AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN July 27, 2022 @ 5:00 p.m. CST, TO:

Southwest Key Programs

Procurement Department

[Bonfire SWK](#)

ATTACHMENT B

(FORMAT FOR COVER PAGE)

PROPOSAL

Submitted to

Southwest Key Programs

Procurement Department

RFP #: _____

TITLE OF PROPOSED PROJECT:	Provide the name of the proposal as indicated on the RFP.
RESPONDENT ORGANIZATION:	Name and address of organization submitting a proposal (include zip code)
RESPONDENT ORGANIZATION IDENTIFICATION NUMBER:	Show Respondent organization Federal Employer's Identification Number
PROPOSAL DEVELOPED BY:	Name, position, email, and telephone number of the person responsible for the development of the proposal
PROJECT ADMINISTRATOR:	Name, position, email, and telephone number of the person to oversee the proposed project
PROPOSAL TRANSMITTED BY:	Name, position, email, and telephone number of the official committing the Proposer organization to the proposed project
CONTRACTING OFFICER:	Name, position, email, and telephone number of the official with authority to negotiate contracts for Proposer organization
DURATION OF PROJECT:	Beginning and ending dates of the proposed project
TOTAL BUDGET FOR PROPOSED PROJECT:	Total of projected expenditures listed in the budget section
CONTAINS PROPRIETARY INFORMATION:	Indicate yes/no if the proposal being submitted contains proprietary information
DATE SUBMITTED:	Date proposal is submitted to SWK



Company Profile Form

Company/Entity Name: _____

Address: _____

Telephone: _____

Email: _____

Website: _____

Taxpayer Identification #: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

Accounts Payable (AP) Contact Name: _____

AP Contact Title: _____

AP Contact Telephone: _____

AP Contact Email: _____

Address the following in a separate Microsoft Word document titled: Company Profile Information:

- Detail the basic organizational information, such as the organization's size, how long in business, public or private entity, etc.
- List the location of office (s)
- Describe the range of services provided
- Provide a list of similar customers within the last five years

Please submit the following documents with the response or bid:

- A W-9, Request for Taxpayer Identification Number, and Certification
- A Current Certificate of Insurance (COI)

(FORMAT FOR REFERENCE FORM)

REFERENCE FORM

Company or Entity Name: _____

Address: _____

Contact Name: _____

Telephone / Email: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____

General Terms and Conditions

The following terms and conditions shall govern this agreement, regardless of any contradictory provisions.

Services provided by Contractor; Compensation; Billing. Contractor hereby agrees to provide the services as stated in the Specific Terms and Conditions. In consideration for said services, Southwest Key hereby agrees to pay Contractor the rate outlined in the Specific Terms and Conditions of this agreement. Contractor shall complete and sign an invoice, mutually acceptable to both parties, which shall be delivered, within ten (10) days of completion of the work, to the address listed in the Specific Terms and Conditions.

Term and Termination. This agreement is effective as stated in the Specific Terms and Conditions. Additionally, this agreement may be terminated immediately upon written notice by Southwest Key, with or without cause. Notice is considered given when properly addressed and hand-delivered or mailed to the non-terminating party by mail or email with delivery confirmation. In the event this agreement is terminated before the term expires, Contractor shall submit a final invoice within thirty (30) days after the termination date for work completed through the date of the termination. In such instances, Contractor shall be paid a reasonable amount, as determined by Southwest Key, for work completed through the date of the termination. Any notice of termination won't change or affect Contractor's requirement to meet agreed-upon timelines or deadlines for deliverables due or scheduled to be delivered before the date of contract termination. If Southwest Key has provided Contractor with equipment or supplies, such equipment or supplies must be returned to Southwest Key within ten (10) days of termination; if equipment or supplies are not returned within this time, Southwest Key has the option to deduct the value of such equipment from a final invoice or to invoice Contractor for the value of such equipment at Southwest Key's discretion. All confidential information and data related to Southwest Key and/or Southwest Key clients must be returned or destroyed upon termination if requested by Southwest Key, though Contractor may maintain copies of client files if required by law or regulation.

Independent Contractor; Confidentiality; No Conflict of Interest. The parties hereby agree that Contractor shall act as an independent contractor and not as an employee of Southwest Key. Contractor shall have no claim against Southwest Key for vacation pay, sick leave, retirement benefits, Social Security benefits, workers compensation, disability benefits, unemployment benefits, or any other benefits inuring to an employee of Southwest Key. Southwest Key shall have no control over the manner or methods by which Contractor performs the services agreed to herein. Contractor shall be wholly responsible for the payment of any taxes owed for the funds Contractor receives pursuant to this agreement. Contractor recognizes and acknowledges that in the course of performing services required by this Agreement, Contractor will have access to, become acquainted with, and obtain information and knowledge relating to the business, condition, methods of operation, and other aspects of Southwest Key, its affiliates and their customers, employees and suppliers, some of which information and knowledge is confidential and proprietary, and that Contractor could substantially detract from the value and business prospects of Southwest Key in the event, during the term of this agreement or at any time thereafter, Contractor were to disclose to any person not related to Southwest Key or use such information and knowledge for the advantage of Contractor or other person. Accordingly, Contractor hereby agrees that Contractor will not disclose such information to any person, other than directors, officers, employees, accountants, lawyers, consultants, advisors, agents and representatives of, or other persons related to, Southwest Key, that such disclosure shall be made only on a "need to know" basis, and that this provision will survive termination of the contract. To the best of Contractor's knowledge, Contractor has not, within the past two (2) years, worked or volunteered on behalf of Southwest Key, any company related to Southwest Key, or any funder, competitor or vendor of Southwest Key. To the best of Contractor's knowledge, Contractor is not related to anyone who works for any company related to Southwest Key, serves on the board of directors of any company related to Southwest Key or volunteers for any company related to Southwest Key.

Entire Agreement; Waiver; Partial Invalidity; Ambiguities; Notices. This agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such contract. Southwest Key has the right to add to, modify or delete any provision of these General Terms and Conditions. Southwest Key shall notify Contractor of any material adverse change to these General Terms and Conditions by posting such modified General Terms and Conditions on its website. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid and binding. Any modification of this agreement shall be effective only if it is in writing and signed by the party to be charged. A waiver of any breach of any of the provisions of this agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. If any provision of this agreement is held by a court of competent

jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Any ambiguous language in this agreement shall be interpreted as to its fair meaning, and not strictly for or against either party, regardless of whether either party drafted the agreement. Any Notice required to be given pursuant to this agreement shall be in writing and shall be sent by mail or email with delivery confirmation to the General Counsel of Southwest Key or to Contractor at the party and address identified in the Specific Terms and Conditions.

Governing Law; Laws; Indemnity; Limitation of Liability. This agreement shall be governed by and in accordance with the laws of the State of Texas, and venue for any action or proceeding to enforce or interpret any provision of this agreement shall be in Travis County, Texas. Contractor shall abide by all laws, statutes, regulations and ordinances in completing the terms of this agreement. Subject to the payment provisions and limitations in Paragraph 2 and to the fullest extent allowed by law, Contractor agrees to waive any and all claims against Southwest Key, which might otherwise arise from work performed pursuant to this agreement or that might otherwise arise from the agreement. To the extent allowable by law, Contractor shall defend, indemnify and hold harmless Southwest Key, Southwest Key affiliates and their respective customers, officers, directors, employees and agents (the "Southwest Key Programs Indemnitees") from and against any claims, suits, actions, losses, damages, expenses or liabilities (including reasonable legal fees) brought against any Southwest Key Programs Indemnitees that may result by reason of (i) any death, bodily injury or property damaged based on Southwest Key's authorized use of any product supplied pursuant to this agreement; (ii) any negligence or intentional misconduct of Contractor, or its employees or permitted subcontractors, under the agreement; or (iii) the inaccuracy of any warranty or representation made by the Contractor. Contractor shall indemnify, defend and hold harmless Southwest Key Programs Indemnitees from and against any demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) incurred by Southwest Key or the Southwest Key Programs Indemnitees related to any claim, action or cause of action for infringement or violation of any patent, trademark, service mark, trade secret, know-how or other Intellectual Property right, proprietary right or other property right by any person, entity or enterprise as a result of any act, omission, neglect or misconduct by Contractor or Southwest Key's authorized use of any service or product supplied pursuant to agreement, regardless of the fact that services or products may have been accepted by Southwest Key and Contractor may have received payment. If an injunction is issued affecting the services and/or products or Southwest Key's use of the services and/or products if Contractor determines that an injunction affecting the services and/or products or Southwest Key's use thereto is likely to issue, Contractor will promptly, at its expense, either (i) obtain the right to Southwest Key to use the services and/or products, (ii) replace or modify them with non-infringing services and/or products of equivalent functionality, or (iii) refund the amounts paid for the services and/or products and reimburse Southwest Key for all reasonable expenses for removal and replacement of the services and/or products. Contractor further agrees that Southwest Key's liability to Contractor or to any third party, for any damage or dispute arising from the performance of this agreement shall not exceed the greater of the amount deemed reasonable solely by Southwest Key pursuant to Paragraph 2 or One Thousand Dollars (\$1,000.00). In no instance shall Southwest Key be liable to Contractor or any third party for any damage or dispute arising from the performance of this agreement for an amount greater than what is expressly provided in this paragraph, and Contractor agrees to indemnify, waive, release, and hold Southwest Key harmless accordingly.

Insurance. Contractor agrees to purchase and maintain, at its own expense insurance to protect Contractor from workers' compensation claims or other employee benefit claims, employee liability claims, or claims for damages because of bodily injury, including death, and from claims for damages to property, which may arise out of or result from Contractor's operations under the contract, whether such operations be by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. Contractor shall list Southwest Key as an additional insured for all required insurance, other than Worker's Compensation Insurance if not permitted by law, and shall provide Southwest Key with Contractor's Certificate of Insurance prior to beginning services. The immediately foregoing requirement applies to completed and ongoing work, and Contractor's failure to provide proof of additional insured status upon request shall be grounds for immediate termination of this agreement. If Contractor is an entity other than a natural person providing services to or on behalf of Southwest Key, this insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$1,000,000; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000; and (3) workers compensation insurance at Statutory limits and employer's liability insurance of \$1,000,000. If Contractor is a natural person providing services to or on behalf of Southwest Key that involve driving, Contractor's automobile insurance shall be written for no less than \$250,000, unless Contractor is transporting minors, in which case Contractor's automobile insurance shall be written for no less than \$1,000,000. Regardless of whether Contractor is a natural person or other entity, Contractor agrees to maintain professional liability insurance written for no less than \$1,000,000 if Contractor is providing services as

any of the following: attorney, clinician, health care provider, instructor or other professional service as identified by Southwest Key. Regardless of whether Contractor is a natural person or other entity, if Contractor fails to maintain workers compensation insurance, Contractor agrees to a workers compensation waiver of liability to the full extent allowed by law and shall sign any documents requested to formally document such waiver during and up to five years after the valid term of this agreement. Contractor agrees to maintain all of the foregoing insurance requirements for at least three years following the completion of services or operations covered by this agreement. Further, Contractor hereby waives all rights to subrogation in favor of Southwest Key and all relevant insurance policies shall be endorsed to reflect such waiver.

Non assignability; Standard of Care; Licensure; Certification; Code of Ethics; Background Inquiry; Drug and Alcohol-Free Workplace; No Driving; Southwest Key Policies and Procedures. Contractor shall not assign any of Contractor's rights or responsibilities of this agreement without the prior written consent of Southwest Key. Contractor agrees that Contractor's services will be performed with that level of care and skill ordinarily exercised by members of Contractor's profession currently operating under similar conditions and circumstances, that Contractor is licensed or certified, if required, and that Contractor knows and will follow any applicable code of ethics of Contractor's profession. Contractor and Contractor's workers shall cooperate with Southwest Key and provide Southwest Key with all information and/or documentation including driver's license information, social security number and completed background inquiry documents to allow for Southwest Key to attain a criminal background check or run a national database screening regarding Contractor and/or Contractor's workers, if Southwest Key requests such information to protect its interests. Any contractor providing services directly to Southwest Key clients must have a completed background check before providing services and will either provide documentation of a background check for all employees visiting Southwest Key facilities and/or the necessary information for Southwest Key to complete a background check. Because Southwest Key has a vital interest in maintaining a safe, healthy, and efficient work environment for all employees and Contractors, the parties agree and recognize that no one on any sexual offender registry may enter Southwest Key facilities and that Southwest Key's work environment should be free from the use of illegal drugs, alcohol, and the unauthorized use of prescription drugs. Unless otherwise specifically agreed to in writing, Contractor is not authorized to drive on behalf of Southwest Key. Contractor agrees to comply with all applicable Southwest Key policies and procedures. Any employee or subcontractor of Contractor found ineligible to enter a Southwest Key facility must immediately vacate the premises and must not return to a Southwest Key facility.

Force Majeure; Excusable Delays; Work Stoppages If the delivery of any Product and/or Service is delayed by unforeseeable circumstances beyond the reasonable control and without the fault or negligence of Contractor or of its suppliers or subcontractors including, but not limited to, acts of God, war, acts of terrorism, explosions, energy blackouts, riots, fires, floods, pandemic, widespread epidemic, public health emergency, quarantine restrictions, freight embargos, strikes or unusually severe weather (any such delay being hereinafter referred to as "Excusable Delay") the delivery of such Product/Service may be extended for a period to be determined by Southwest Key after an assessment by Southwest Key of alternate work method(s) and whether or not an event is an Excusable Delay. If an Excusable Delay prevents Southwest Key from accepting goods or services, making its facilities and/or personnel available, or otherwise necessitates the stoppage of Contractor's work under this agreement, new timelines and dates for the work will be determined by Southwest Key with input from Contractor, and Southwest Key will not be in breach of this agreement due to such delays or work stoppage.

Jury Trial and Class and Collective Action Waiver; No Arbitration; Late Fees; Waiver of Claims. Contractor waives Contractor's right to request or demand a jury trial. Any claim that Contractor has against Southwest Key will be conducted solely on an individual basis and not as a class action or otherwise pursuant to class, collective action, or comparable procedures. A claim includes any dispute, controversy, lawsuit, or cause of action Contractor may have against Southwest Key related to Contractor's Contract for services. The parties do not agree to arbitration. Late fees shall only accumulate after 10-days' written notice to Southwest Key. Southwest Key does not waive its rights to make any legitimate claims against Contractor to the extent and for the time period allowable by law.

Service Locations

Southwest Key Programs UM Meraki Network Completion Numbers & Locations		
Location	Number of WAPs	Number of Switches
SWK WESTERN REGIONAL HQ - 1301 S. 7th Ave Suite 100, Phoenix, AZ 85007		
921 Kokopelli (723 East 2nd Avenue Mesa, Arizona)	81	27
922 Casa Phoenix (1201 S 7th Avenue Phoenix, Arizona)	37	33
923 Estrella Del Norte (1601 N Oracle Road Tucson, Arizona)	87	35
924 Mesa (421 W Brown Road Mesa, Arizona)	15	7
925 Youngtown (12030 N 113th Avenue Youngstown, Arizona)	19	7
926 Lighthouse (2932 N 14th Street Phoenix, Arizona)	15	7
927 Glendale (5125 W Myrtle Avenue Glendale, Arizona)	23	7
927 Glenn (5125 W Myrtle Avenue Glendale, Arizona)	10	3
928 Campbell (2613 W. Campbell Phoenix, Arizona)	29	19
951 Broadway (1160 Broadway El Cajon, California)	9	6
941 El Cajon (9780 Dunbar Lane El Cajon, California)	7	3
949 Pleasant Hill (808 Grayson Road Pleasant Hill, California)	15	5
HEPSA REGIONAL HQ - 8933 Interchange Dr. Houston, TX 77054		
929 Canutillo (400 Talbot Ave Canutillo, Texas)	10	5
930 Clint (1855 Lee Moor Road Clint, Texas)	24	9
931 Franklin (315 E. Franklin El Paso, Texas)	15	8
981 Trail House (4561 Oleary Dr., El Paso, TX 79938)	19	8
955 New Reliant (1550 La Concha Lane Houston, Texas)	48	9
950 Houston Mesa (7900 Mesa Dr. Houston, TX 77028)	12	6
961 Quetzal (7407 North Freeway Houston, Texas)	41	20
962 Montezuma (15101 Interstate 10 East Channelview, Texas)	43	12
954 Casa Blanca (27102 Enchanted Ave San Antonio, Texas)	11	4
SWK SOUTH TEXAS REGIONAL HQ - 451 E. Alton Gloor Blvd, Brownsville, TX 78526		
946 Nueva Esperanza (321 Lorenaly Drive Brownsville, Texas)	17	12
965 Casa Sueno (Weslaco) (1110 S. Airport Drive Weslaco, Texas)	13	6
957 Rio (401 E. Business Highway 77 San Benito, Texas)	29	9
958 Antigua (502 E. Expressway 83 San Benito, Texas)	35	17
959 El Presidente (1 Ted Hunt Blvd. Suite A Brownsville, TX 78521)	112	24
960 La Esperanza (508 E. Elizabeth st. Brownsville, Texas)	9	4
960 Education Bldg. (508 E. Elizabeth st. Brownsville, Texas)	11	7
963 Casa Padre (7480 Padre Island Highway Brownsville, Texas)	101	37
964 Oasis (5101 N. Jackson Rd McAllen, Texas)	13	7
980 Casa Norma Linda (30788 TX-100, Los Fresnos, TX 78566)	101	104