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# REQUEST FOR PROPOSAL

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## ERATE FUNDING YEAR 2021-22

**FCC FORM 470 # 210024364 (BELT 2021-C1 INT)  
RFP # 2102-700-255**

### **APPLICANT**

Belton Indep School District (BEN: 141046)  
400 N Wall St, Belton, TX 76513  
(254)215-2174

### **DUE DATE: Tuesday, March 23, 2021**

Bids must be submitted online no later than **10:00 AM** CST  
on the due date listed above.

### **Submit Questions no later than: Friday, March 5, 2021**

Questions must be submitted online no later than **10:00 AM** CST  
on the due date listed above.

ONLINE SUBMISSION: <https://kelloggllc.bonfirehub.com/portal>

THE FOLLOWING INFORMATION IS INCLUDED IN THIS RFP:

- Bid Specifications
- E-Rate Proposal Requirements
- Belton ISD District Requirements
- Vendor Registration
- Evaluation Criteria
- Required Forms
- PROPOSAL FORM – Pricing Schedule – ATTACHMENT A
- PROPOSAL FORM – Experience & References – ATTACHMENT B
- PROPOSAL FORM – Vendor Forms – ATTACHMENT C
- Belton ISD Standard Terms and Conditions

# BID SPECIFICATIONS

## A. INTERNET ACCESS – NOC – 8 Gbps to 20 Gbps

*Bidders must specify dmarc address, mode of delivery, bandwidth level, and contract term.*

Bidders are requested to provide incremental pricing from the minimum to maximum bandwidth levels listed. All bids must include the complete cost to connect to and work with the LAN.

| <b>BROADBAND INTERNET ACCESS</b>                                   |  |
|--|--|
| Location Site Name (Entity #)                                      | Belton Administrative Building (16025811)  |
| Location Address, City, ST, Zip                                    | 400 N Wall Street, Belton, TX 76513  |
| Qty  | 1  |
| Contract Terms Requested   | Month to month<br>12 months, 36 months, 60 months featuring annual<br>voluntary renewals |
| Provide Pricing for bandwidth range, incremental pricing requested | 8 Gbps to 20 Gbps  |
| IP Addresses   | IPv4 Address Space   |
| Burstable?   | No   |
| <b>LEASED ON-PREMISE EQUIPMENT</b>                                 |  |
| Location Site Name (Entity #)                                      | Belton Administrative Building (16025811)  |
| Location Address, City, ST, Zip                                    | 400 N Wall Street, Belton, TX 76513  |
| Qty  | 1  |
| Description  | Leased on-premise router for Internet Access.  |

Belton Independent School District (BISD, District, or applicant) is seeking proposals for Dedicated Internet Access Service for the district at the 400 N. Wall Street, Belton, TX 76513 location. The District's primary data center is located at this site.

The service will provide Internet synchronous bandwidth with an initial 8 Gbps Committed Data Rate (CDR) with options to increase bandwidth incrementally up to 20 Gbps during the term of the contract.

**REQUIREMENT: ALL CONTRACTS MUST INCLUDE THE OPTION TO INCREASE BANDWIDTH DURING THE CONTRACT TERM.**

The service provider should provide a description of the provider's network and capacity to deliver the service.

The provider should be a Tier One provider or a high capacity/quality Tier 2 provider. If Tier 2/Blended Internet Service is proposed, the response should include the upstream Internet access providers used with the service.

**Providers Network:** The service provider's transport network from the port to the provider backbone Internet connection(s) should provide a CDR on the network for the contracted bandwidth, non-oversubscribed and dedicated to BISD. For a DIA service, the transport to the District's location must be dedicated bandwidth with the CDR as listed above.

The ISP must have a highly reliable and available network with a description of the Transit network including the last and middle mile.

The respondent should include network descriptions and the associated SLA. The network description should include, but is not limited to:

- The facility entries – dual verses single
- The network capacity and network architecture
- The ability to provide a CDR up to the capacity requested above

The ISP must provide appropriate technical support during the installation.

The district **REQUIRES** a scalable contract. The contract itself should include pricing for additional Internet bandwidth and allow BISD the ability to upgrade to additional bandwidth during the term of the contract, without entering into a new contract.

**The contract SHALL incorporate this RFP and the associated bidder's proposal.**

The proposal should include but not limited to the following:

- Cost effectiveness
- Unlimited data transfers
- High quality service
- Dedicated, non-oversubscribed transport
- Dedicated, non-oversubscribed Internet Port Service
- Bandwidth monitoring
- High reliability
- Support Standard and Jumbo Frame Sizes

**The proposal must provide the following:**

- Dedicated Internet bandwidth solution with an initial 8 Gbps Committed Data Rate (CDR) with options to increase bandwidth incrementally during the contract term.
- High availability, reliability and scalability are priority requirements of the service.
- Internet service will support over 15,000 users and an estimated 50,000 devices
- The proposal should include the available IPv4 space available with the contract and the cost for additional IP space.

It is the intent of BISD to procure IPv4 and IPv6 space for the district in separate but related procurement process. Based on successful procurement of IP space, BISD will provide the following assets and components for the service:

- ASNumber: To Be Provided
- ASName: To Be Provided
- ASHandle: TBP
- Registry: ARIN
- Netblock: TBP
- CIDR: TBP
- BISD will utilize the District's IPv4 IP blocks with the service.
- BISD will utilize the District's IPv4 IP blocks with the service.
- BISD will provide Border Gateway Protocol (BGP) routers to support the connection.
- BISD is responsible for cross connects unless otherwise provided with the proposal.

**OPTIONAL AND VALUE ADD SERVICES:**

The ISP will provide secondary Domain Name System (DNS) service as an option. The Service will include IPv4 Address space for BISD.

The Service includes an integrated DDOS protection service or an additional service offering for DDOS protection.

## B. INTERNET ACCESS – LBHS – 10 GBPS TO 20 GBPS

*Bidders must specify dmarc address, mode of delivery, bandwidth level, and contract term.*

Bidders are requested to provide incremental pricing from the minimum to maximum bandwidth levels listed. All bids must include the complete cost to connect to and work with the LAN.

| <b>BROADBAND INTERNET ACCESS</b>                                   |  |
|--|--|
| Location Site Name (Entity #)                                      | Lake Belton High School (17022331)   |
| Location Address, City , ST, Zip                                   | 9809 Prairie View Road, Temple, TX 76502   |
| Qty  | 1  |
| Contract Terms Requested   | Month to month<br>12 months, 36 months, 60 months featuring annual<br>voluntary renewals |
| Provide Pricing for bandwidth range, incremental pricing requested | 10 Gbps to 20 Gbps   |
| IP Addresses   | 5 static IP Addresses  |
| Burstable?   | No   |
| <b>LEASED ON-PREMISE EQUIPMENT</b>                                 |  |
| Location Site Name (Entity #)                                      | Lake Belton High School (17022331)   |
| Location Address, City, ST, Zip                                    | 9809 Prairie View Road, Temple, TX 76502   |
| Qty  | 1  |
| Description  | Leased on-premise router for Internet Access.  |

Belton Independent School District (BISD, District or applicant) is seeking proposals for a Dedicated Internet Access Service for the district at Lake Belton High School as listed above.

The service will provide Internet synchronous bandwidth with an initial 10 Gbps Committed Data Rate (CDR) with options to increase bandwidth incrementally up to 20 Gbps during the term of the contract.

**REQUIREMENT: ALL CONTRACTS MUST INCLUDE THE OPTION TO INCREASE BANDWIDTH DURING THE CONTRACT TERM.**

The service provider should provide a description of the provider's network and capacity to deliver the service.

The provider should be a Tier One provider or a high capacity/quality Tier 2 provider. If Tier 2/Blended Internet Service is proposed, the response should include the upstream Internet access providers used with the service.

**Providers Network:** The service provider's transport network from the port to the provider backbone Internet connection(s) should provide a CDR on the network for the contracted bandwidth, non-oversubscribed and dedicated to BISD.

For a DIA service, the transport to the District's location must be dedicated bandwidth with the minimum CDR as listed above.

The ISP must have a highly reliable and available network with a description of the Transit network including the last and middle mile.

The respondent should include network descriptions and the associated SLA. The network description should include, but is not limited to:

- The facility entries – dual verses single
- The network capacity and network architecture

- The ability to provide a CDR up to the capacity listed above.

The ISP must provide appropriate technical support during the installation.

The district **REQUIRES** a scalable contract. The contract itself should include pricing for additional Internet bandwidth and allow BISD the ability to upgrade to additional bandwidth during the term of the contract, without entering into a new contract.

**The contract SHALL incorporate this RFP and the associated bidder's proposal.**

The proposal should include but not limited to the following:

- Cost effectiveness
- Unlimited data transfers
- High quality service
- Dedicated, non-oversubscribed transport
- Dedicated, non-oversubscribed Internet Port Service
- Bandwidth monitoring
- High reliability
- Support Standard and Jumbo Frame Sizes

**The proposal must provide the following:**

- Dedicated Internet bandwidth solution with an initial 10 Gbps Committed Data Rate (CDR) with options to increase incrementally during the term of the contract.
- High availability, reliability and scalability are priority requirements of the service.

**OPTIONAL AND VALUE ADD SERVICES:**

The Service includes an integrated DDOS protection service or an additional service offering for DDOS protection.

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# PROPOSAL REQUIREMENTS

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## **Proposal Requirements**

1. **E-Rate Compliance.** Service providers (bidders) must comply with E-Rate program rules as set forth by the Federal Communications Commission (FCC) and administered by the Universal Service Administrative Company (USAC).

**Disqualification – FCC Form 498 ID Status.** If the bidder is under FCC red light status or does not have an FCC Form 498 ID (service provider identification number), the bidder may be disqualified by the applicant school or library.

2. **Equivalent products and services.** Proposals are requested for the specified manufacturer, part, model number OR EQUIVALENT.
3. **Timeline.** Bidder must include a project timeline. Preference is given to responses with a service start of July 1, 2021. If the awarded bidder is not the incumbent provider, transition of service must be completed by the later of July 1, 2021 or the contract expiration date associated with the services currently under contract.

**Disqualification – Unable to commence service.** If the bidder is not able to commence service by the date listed in the bid specifications, the bidder may be disqualified by the applicant school or library.

4. **Questions.** Questions must be submitted prior to the end of the question period.

Questions can be submitted online: <https://kelloggllc.bonfirehub.com/portal> no later than the date and time listed above.

5. **Proposal Acceptance.** The applicant school or library reserves the right to accept some, all or none of the items included in the proposal. Notification of bid acceptance or bid rejection will be provided at the discretion of the applicant school or library.
6. **All Costs.** Pricing proposed by the bidder must include all costs. All costs include special construction or non-recurring charges (NRC) required by the service provider to provide the product or service and all monthly recurring charges (MRC) including estimated surcharges and fees. Price increases will not be allowed during the term quoted. Prices may be lowered based on market conditions.
7. **Cost Allocation.** Bidders must clearly separate E-Rate eligible costs from ineligible costs.
8. **Contracts.** Bidders for services other than tariff or month-to-month arrangements, must include a contract or legally binding agreement in response to this RFP with signature block for both service provider and applicant. The agreement should be provided in form only and will not be completed and executed until after bids are awarded by applicant and negotiations completed as applicable. Quotes are not considered a legally binding agreement.
9. **Contract Terms.** Bidders must clearly define contract terms for all pricing submitted. The applicant school or library may consider multi-year contracts featuring voluntary renewals. ALL CONTRACTS MUST INCORPORATE THIS RFP AND THE BIDDERS PROPOSAL. ALL CONTRACTS MUST AUTOMATICALLY INCLUDE AN OPTION FOR THE APPLICANT TO UPGRADE DURING THE CONTRACT TERM TO ANY BANDWIDTH LEVEL PROPOSED BY THE BIDDER IN RESPONSE TO THIS RFP.

The applicant will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E- rate “program year” or an extended service end date for an E-Rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (FCC) and/or the Universal Service Administrative Company (USAC).

10. **Description of Proposal.** Bidder will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and any other details that may be useful or necessary for proper evaluation of the proposal.

11. **Required Notice to Proceed and Funding Availability.** The applicant will follow the purchasing policies of their governing board and requirements and procedures of the FCC’s E-Rate program as administered by USAC to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the applicant’s issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. The applicant will have the right to allow the contract to expire without implementation if appropriate funding does not become available.

12. **Broadband data services.** Bidders for broadband data services (e.g. Internet Access, wide area network connections) must comply with the following:

13a. Bandwidth Range. If the applicant specifies a bandwidth range for broadband data services, the service provider may propose incremental pricing for the bandwidth levels specified or the next highest bandwidth level at the service provider’s standard bandwidth level offerings.

13b. Site and Service Substitutions. The applicant may need to add, remove or move sites as well as increase or decrease bandwidth levels during the contract term. Accordingly, bid responses should address allowances for site and service substitutions during the contract term.

13c. Network Diagram. Bidders for broadband data services must include a network diagram displaying the paths to be used to serve the specified site.

13d. Service Level Agreement. Bidders for broadband data services shall provide a proposed Service Level Agreement (SLA) with the bid response. The proposal must include a description of the following services and how these services will be measured.

- Network Availability: the provider will make all reasonable efforts to ensure [99.9-99.99]% network availability of each circuit.
- Internet and Operations proposals only: Frame/packet loss Commitment
- Internet and Operations proposals only: Network Latency Commitment
- Internet and Operations proposals only: Network Jitter Commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

In addition to the required services, the proposal may include the following:

- Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
- Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact service provider by defined method with a response based on trouble level. Upon contact from the Customer, the service provider’s support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback

on trouble resolution, including potential resolution time.

- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the Customer.
- Measurement: stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts the service provider and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for the proposed service in the Customer's geographic area.

13e. Broadband services demarcation. All solutions must terminate service or infrastructure to an existing network closet inside of the site specified. Solutions bringing service to the property line but not inside of the demarcation address are not acceptable.

### **13. Documentation and Audit Compliance.**

- Service provider shall provide all warranty and product documentation related to products or services sold to the applicant.
- Service provider shall retain all documentation related to the purchase and payment, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of TEN years from the last date of service.
- If the applicant is audited by the Administrator of the program, the service provider shall fully cooperate with the applicant to provide any documentation related to the provision of discounted products and services as requested.
- The service provider and/or applicant is solely responsible for verifying the accuracy of information submitted to Kellogg & Sovereign® Consulting, LLC (KSLLC). KSLLC disclaims and makes no warranty, express or implied, nor assumes any legal liability or responsibility for the validity, accuracy, correctness, or completeness of any information that is provided by the service provider or applicant to KSLLC.
- By submitting bids for KSLLC client schools & libraries, the service provider agrees and understands that KSLLC will forward the information to USAC, and the service provider is responsible for verifying the accuracy of information submitted to KSLLC.
- KSLLC shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses (even if KSLLC has been advised of the possibility of such damages), resulting from the service provider's non-response or incomplete response and/or the service provider's inaccurate, invalid, incorrect, or incomplete provision of information.



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# VENDOR REGISTRATION

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The **Vendor Registration** can be found at <https://kelloggllc.bonfirehub.com/login>

Help video: <https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission->

## Registration steps:

Enter your organization name, email and password to create your account.

Once an account is created you will need to provide:

- Contact information
- SPIN – Form 498 ID. [https://sl.universalservice.org/Forms/SPIN>Contact\\_Search.asp](https://sl.universalservice.org/Forms/SPIN>Contact_Search.asp)
- FCCRN – FCC registration number. <https://apps.fcc.gov/cores/userLogin.do>
- OUSF-Certified Service Provider for Oklahoma (CCN) – indicate Yes/No/Pending  
(OUSF is NOT REQUIRED for Texas RFP's)

## COMMODITY CODES:

**KSLLC will be using the following UNSPSC Codes (classifications) for RHC or E-Rate eligible services. Note that when you are entering UNSPSC Codes, Bonfire leaves off the zeroes. For example, 83112200 is 831122. Additionally, the higher-level code is used in some cases instead of listing all the individual codes. For example, 4322 is the commodity code used instead of the code specifically for routers, antennas or network switches.**

### INTERNET ACCESS

81112101-Internet Service Providers (ISP – all modes of Internet delivery)

### TELECOMMUNICATIONS SERVICES

831122-Enhanced Telecommunication Services (non-fiber broadband data connections including T1, DS3, SMDS, DSL and cable modem)

831123-Fiber Telecommunication Services (Lit Fiber broadband data connections)

83112301-Dark Fiber (dark fiber broadband data connections)

26121616-Telecommunications Cable (self-provisioned broadband networks)

### NETWORK EQUIPMENT, MAINTENANCE, MANAGED SERVICES:

2612-Electrical wire & cable & harness (network cabling)

39121011-Uninterruptible Power Supplies (UPS equipment)

4322-Network Equipment (network switches, routers, antennas)

43222607-Cache Engine Equipment or Service (Caching equipment or caching service)

43223108-Wireless access network equipment and components (access points, controllers)

43222501-Firewall Network Security (Firewall appliance or firewall service)

4323-Operating Software (operating software)

43231512-License Software (software license required for operation of eligible equipment)

43223306-Network System cabinet or enclosure

43223308-Network system equipment rack

811118-Computer Services (Erate Managed Internal Broadband Services, RHC network monitoring)

81111803-Local Area Network LAN maintenance or support

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# EVALUATION CRITERIA

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**Applicants will select the most cost-effective bids with price of the E-Rate eligible products and services being the primary factor (most heavily weighted).**

The following criteria will be used:

| <b>Factor</b>               | <b>Possible Points</b> | <b>Description</b>  |
|-----------------------------|------------------------|---|
| Price-E-Rate eligible items | 35                     | Price of E-Rate eligible products & services (primary factor)   |
| Price-Other Costs           | 5                      | Other costs (items not eligible for E-Rate discount)  |
| Reputation                  | 15                     | The value of the identifiable characteristics of the vendor that affect the overall value of the service or product. This may include an evaluation of responses from other customers who have engaged the vendor in the past, data from an entity such as the BBB, and/or other such factors. The reputation of the vendor indicates the likelihood that the scorer trusts the vendor to provide a partnering relationship with the district and to stand by the service or product. Reputation may be influenced by the scorer's personal knowledge of the vendor or his/her perceived understanding of the vendor and its services and products. |
| Quality of Service          | 15                     | Quality of Service is evaluated based on the perceived value of the service or product. This criterion is based solely on data provided within the response or information obtained by direct inquiry to the vendor regarding their response. Quality of service includes but is not limited to: proposed service level agreements, perceived quality of the materials or services included within the proposal, perceived quality of the response in general especially as it pertains to providing a complete response, and perceived reliability of the service or product.  |
| Meet District Needs         | 10                     | The Meets District Need criteria evaluates the perceived ability of the proposed service or good to meet the requirements of the RFP. Only those requirements as specified within the RFP may be evaluated for this criterion.  |
| Past Relationships          | 10                     | Value of the scorer's past involvement with the vendor. Past relationship is similar to Reputation but is not influenced by information from any other source other than that of the scorer   |
| Underutilized Business      | 0                      | Depending upon the nature of the service or good, the Underutilized Business criteria may be required locally or to   |

| Factor         | Possible Points | Description   |
|----------------|-----------------|---|
|                |                 | meet compliance with state or federal guidelines. The Underutilized Business criteria is an evaluation of the vendor's status as a HUB, minority owned, or local business.  |
| Long Term Cost | 10              | Long Term Cost evaluates the cost to the customer to do business with the vendor, given the provided response. The long term cost should be an evaluation of the full term contract cost (as opposed to the purchase price) of the service or good, including: depreciation, replacement requirements, loss of opportunity to procure other services or goods as a result of doing business with the vendor, and any costs which the customer would incur as a result of doing business with the vendor, such as service transition costs, public relations costs, etc. |

**In order for applicants to properly evaluate your bid, please provide details specific to the evaluation criteria areas along with your proposal.**

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# REQUIRED FORMS

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## **BID REQUIREMENTS:**

1. FCC Form 498 ID (Service Provider Identification Number)
2. FCC registration Number (FCC RN)
3. Service Providers must comply with local, state, and federal requirements including agreement to fully cooperate with audit and ten-year document retention requirements.
4. Bid submitted online <https://kelloggllc.bonfirehub.com/portal> in compliance with instructions
5. Supporting detail and documentation may be submitted online.
6. Contracts or legally binding agreement for all products and services must be submitted with the bid. (Exception for tariffed or month to month service.) ALL CONTRACTS MUST INCORPORATE THIS RFP AND BIDDERS RESPONSE IN THE AGREEMENT. ALL CONTRACTS MUST ALLOW FOR BANDWIDTH UPGRADES DURING THE CONTRACT TERM. *Agreements will be completed AFTER bid award and final negotiations are completed. Quotations are not acceptable.*
7. Must complete Attachment A - Pricing
8. Must complete Attachment B – Certifications, Experience and References
9. Must complete Attachment C – Vendor Forms
- 10. Bids submitted after the bid close date/time will be rejected.**

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## ATTACHMENT A Pricing Schedule

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

Name of Applicant: \_\_\_\_\_

Form 470: \_\_\_\_\_

Pricing submitted by: \_\_\_\_\_

**Signature acknowledges review of the e-bidding program for the issuance of any related addenda:**

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

Title: \_\_\_\_\_

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

**Include this page as the cover sheet for your pricing proposal. Combine this completed cover page with your pricing proposal as one .pdf file, then upload to Bonfire.**

**Clearly list the cost of products and services to include the following:**

1. Description of Services
2. Monthly (recurring) charges
3. One Time (non-recurring) charges
4. % Eligibility. If the product is fully eligible, show 100%. If not eligible, 0% eligible for E-Rate discount. This is NOT the applicant's E-Rate discount %.
5. Quantity
6. Unit of Measure (Each, Feet)
7. Bandwidth level, if applicable
8. Contract Term
9. Make, Model and part number, if applicable
10. Installation and Configuration
11. Shipping and Handling
12. Travel and Per Diem
13. Estimate of Surcharges and Fees

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## ATTACHMENT B

### Certifications, Experience & References

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

Address of principal location: \_\_\_\_\_

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

FCC Form 498 ID (SPIN)<sup>1</sup>: \_\_\_\_\_

FCC Registration Number<sup>2</sup>: \_\_\_\_\_

Responsible contact personnel:

| Name | Phone | Email |
|------|-------|-------|
|      |       |       |
|      |       |       |
|      |       |       |

How many years has your company been in business in its current capacity? \_\_\_\_\_

How many years has your organization been in business under its present name? \_\_\_\_\_

Under what other or former names has your company operated? \_\_\_\_\_

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During the last five (5) years, has the Vendor been barred, suspended or otherwise prohibited from participating in the Federal Communication Commission E-Rate (Schools & Libraries) or Rural Health Care Programs?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Does the Vendor's FCC Registration Number have RED light status? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Attach a printout of your FCC Registration Number red or green light status from the FCC's Red Light Display System (RLDS)

<https://apps.fcc.gov/redlight/login.cfm>

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<sup>1</sup> <https://slweb.usac.org/Spin/Search>

<sup>2</sup> <https://apps.fcc.gov/coresWeb/publicHome.do>

During the last five (5) years, has the Vendor been a party to a lawsuit involving any existing or prior contracts as it relates to services performed or not performed?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If the Vendor responds yes to any of the prior three questions, please provide information concerning the investigation/lawsuit/government action as an attachment to this form.

If the Vendor responded yes to the last question, please provide information pertaining to any monetary damages or exchange of property or services and the state in which the lawsuit was filed.

**Experience:**

Vendor shall provide a list of three (3) projects of similar type, size and complexity. State project (customer) name, description of work, dollar value, public entity, yes or no, and date using the format below. Projects listed must have been performed within the last five (5) years. Please include additional information with proposal if available.

| Project Name | Description of Work | Dollar Value | Public Entity Yes or No | Date |
|--------------|---------------------|--------------|-------------------------|------|
|              |                     |              |                         |      |
|              |                     |              |                         |      |
|              |                     |              |                         |      |

**References:**

Proposal shall provide three (3) references from company owners or management personnel from projects listed above. There must be at least one (1) reference for each project listed.

|                     |  |
|---------------------|--|
| <b>REFERENCE #1</b> |  |
| Company Name        |  |
| Project Name        |  |
| Contact Person Name |  |
| Title               |  |
| Email               |  |
| Phone               |  |

|                     |  |
|---------------------|--|
|                     |  |
| <b>REFERENCE #2</b> |  |
| Company Name        |  |
| Project Name        |  |
| Contact Person Name |  |
| Title               |  |
| Email               |  |
| Phone               |  |
|                     |  |
| <b>REFERENCE #3</b> |  |
| Company Name        |  |
| Project Name        |  |
| Contact Person Name |  |
| Title               |  |
| Email               |  |
| Phone               |  |

**Certifications:**

Employees' certifications pertaining to work are to be included in submittal.

**AUTHORIZED BY:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title



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**ATTACHMENT C  
VENDOR FORMS**

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**BELTON INDEPENDENT SCHOOL DISTRICT**

**FAILURE TO SUBMIT ANY OF THE REQUIRED INFORMATION MAY BE SUFFICIENT GROUNDS FOR REJECTION OF PROPOSAL.**

**VENDOR'S CHECKLIST**

- \_\_\_\_\_ Certifications & Representations Form (*Must Be Signed*)
- \_\_\_\_\_ Conflict of Interest Questionnaire (*Must Be Signed*)
- \_\_\_\_\_ Criminal History Forms (*Must Be Completed*)
- \_\_\_\_\_ Edgar Certification Forms (*Must Be Completed*)
- \_\_\_\_\_ W-9 (*Must Be Included*) <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- \_\_\_\_\_ HB 1295 (*Must receive but no longer has to be notarized – refer to Texas Ethics website – <https://ethics.state.tx.us> (File Reports Electronically)*)

*(Please verify that all the requested documents listed above are present and completed prior to submittal of proposal)*

**BELTON INDEPENDENT SCHOOL DISTRICT  
CERTIFICATIONS AND REPRESENTATIONS**

By submitting this offer, the vendor certifies that he/she is a responsible authorized office of the company, can sign for and enter into binding contracts on behalf of the company, and certifies the accuracy of the following statements:

- a. Represents that to the best of its knowledge it is not indebted to the Belton Independent School District. Indebtedness to the District may be basis for non-award and/or cancellation of any award.
- b. Section 44.034 Subsection (a) of the Texas Education Code requires a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an 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." Subsection (c) this notice is not required of a publicly held corporation.

**I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge (check only one item).**

- 1. \_\_\_\_\_ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- 2. \_\_\_\_\_ My firm is not owned nor operated by anyone who has been convicted of a felony.
- 3. \_\_\_\_\_ 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): \_\_\_\_\_

- c. "Non-Collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."
- d. In accordance with Article 601g, as adopted by the 1985 Texas Legislature the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Subdivision Contracts for Construction, Supplies, Services, Bids by Non resident Section 1(a) in the Act:

- (1) "Governmental agency of the state" means: (A) an incorporated city or town, a county, a public school district, a special purpose district or authority, or a district, county, or justice of the peace court;
- (2) "Nonresident bidder" means a vendor whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- (3) "Texas residential bidder" means a vendor whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has it principal place of business in this state.
- (B) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, material, or equipment to a nonresident vendor unless the nonresident's proposal is lower than the lowest proposal submitted by the responsible Texas resident vendor by the same amount that a Texas resident vendor would be required to under proposal a nonresident vendor to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I Certify that as defined in Article 601g, that:

\_\_\_\_\_ Yes, I am a Texas Resident Proposer

\_\_\_\_\_ No, I am a \_\_\_\_\_ Resident Proposer.

**BELTON INDEPENDENT SCHOOL DISTRICT  
CERTIFICATIONS AND REPRESENTATIONS**

- e. Pursuant to Texas Government Code Chapter 2270, I certify that my company represents and warrants to the District that my company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- f. I certify that my company name is not on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as per the addition of Government Code Sec. 2252.152 from Senate Bill 252 from the 85(R) Legislative Session. Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited.
- g. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.
- h. Affirm the following:

\_\_\_\_\_ No employee of the above named company has any financial relationship and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee/trustee of Belton ISD.

\_\_\_\_\_ Yes, a company employee so named has a financial and/or familial relationship with an employee/trustee of Belton ISD as noted below.

Name of the vendor employee \_\_\_\_\_

Title \_\_\_\_\_

Name of Belton ISD Employee/Trustee \_\_\_\_\_

Relationship to Belton ISD Employee/Trustee \_\_\_\_\_

- i. I have completed and returned Form CIQ based on the above affirmation.
- j. The proposer is responsible for first electronically filing Form 1295 with the Texas Ethics Commission. The filing process creates a certification of filing and a completed Form 1295 that must be printed, signed by an authorized agent of the business entity, and submitted to the Owner. After the BISD receives the certification of filing with the completed Form 1295, it will notify the Commission, in an electronic format prescribed by the Commission, of the receipt of those documents within 30 days after receipt. **BISD cannot enter into a contract for this proposal unless the Proposer submits a disclosure.**

<https://www.ethics.state.tx.us/main/file.htm>

- k. The State of Texas Legislative Senate Bill No. 9, Section 22.0834, Certification of Criminal Background Check. Bidder/Proposer will be required to obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present.

**The Criminal Background Check expenses will be incurred by the Contractor.**

- l. The terms and conditions as set forth in this bid/proposal are understood and acceptable. Agree to the attached "General Conditions" and any "Special Instructions/Conditions" (if special conditions are provided) of this bid/proposal. Any exceptions shall be noted on a separate piece of paper and submitted with the response.
- m. The terms and conditions as set forth in this bid/proposal are understood and acceptable. Agree to the attached "General Conditions" and any "Special Instructions/Conditions" (if special conditions are provided) of this bid/proposal. Any exceptions shall be noted on a separate piece of paper and submitted with the response.
- n. Yes, I have read and agree to the Terms & Conditions within this proposal and on the Belton ISD website.

By signing below, you agree to participate in this bid with the Belton ISD and you attest to the above Representations and Certifications (a-n) of this bid.

Please Print Name of Company/Vendor: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Title: \_\_\_\_\_

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

# FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY |  |
|-----------------|--|
| Date Received   |  |

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_

Signature of vendor doing business with the governmental entity

\_\_\_\_\_

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**NOTIFICATION OF CRIMINAL HISTORY**

State of Texas Education Code Section 44.034, Notification of Criminal History of Contractor states:

- (a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an 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.
- (b) 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.
- (c) This section does not apply to a publicly held corporation.

I, the undersigned vendor or authorized agent for the vendor named below, certify that I have reviewed the information contained in this Notification of Criminal History, and the information furnished is true and correct to the best of my knowledge.

NAME OF THE PERSON **OR** BUSINESS ENTITY SERVING AS THE VENDOR: \_\_\_\_\_

**IF VENDOR IS A BUSINESS ENTITY, NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN FOR THE VENDOR:**

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

Title: \_\_\_\_\_

Please check the applicable box (if "C" is checked, provide the additional information requested) and sign this form at the bottom of the page.

- A. The vendor listed above is a publicly-held corporation.
- B. I have not been convicted of a felony, or, if the vendor is a business entity, the business entity I am hereby representing is not owned or operated by anyone who has been convicted of a felony.
- C. I have been convicted of a felony, and/or the business entity I am representing is owned and/or operated by the following individual(s) who has/have been convicted of a felony:

Individual(s) with Felony Conviction(s):

\_\_\_\_\_

Details of Conviction(s) for Each Individual:

*(Add additional pages to this Notification of Criminal History form if necessary.)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF PERSON OR AUTHORIZED OFFICIAL: \_\_\_\_\_



**BELTON INDEPENDENT SCHOOL DISTRICT  
CERTIFICATIONS AND REPRESENTATIONS**

**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

**Belton ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). Part of the process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Belton ISD along with your agreement.**

The following certifications and provisions are required and apply when Belton ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**BELTON INDEPENDENT SCHOOL DISTRICT  
CERTIFICATIONS AND REPRESENTATIONS**

**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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**BELTON INDEPENDENT SCHOOL DISTRICT  
CERTIFICATIONS AND REPRESENTATIONS**

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

When federal funds are expended by Belton ISD for any contract resulting from this procurement process, Vendor certifies it will comply with the mandatory standards and policies relating to energy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant of the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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

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

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

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

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

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

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

**Date:** \_\_\_\_\_ **Federal Tax ID #** \_\_\_\_\_

This E-Rate RFP is being competitively bid on Kellogg & Sovereign Consulting's e-bid platform, Bonfire. Please register to do business with Belton ISD for future bid opportunities.

## **Doing Business with Belton ISD**

The Belton ISD Purchasing Department encourages and welcomes all vendors to become an BISD vendor. Vendor participation is an extremely important aspect of the entire purchasing process. Prospective vendors are encouraged to register with the Belton ISD e-Bidding System. Our intent is to identify vendors who desire to participate in the competitive bid or proposal process. This registration is not intended to add a vendor to an approved vendors list, but to make sure all those that desire to be a part of the process get sent the appropriate invitation to bid or propose. Vendor approval status is based upon the bid/proposal award per the purchasing guidelines.

### **E-Bidding Registration Process**

Vendors who register via the e-Bid process will receive an automated email notification when a bid/proposal opportunity becomes available. Bids and/or proposals will be solicited via e-Bid, therefore, it is important to review the list of commodities and/or services and clearly mark all items supplied by your company during the registration process. There is no fee for utilizing the online bidding system. All bids must be received prior to the due date and time or they will be considered non-responsive. Electronic submission is preferred. Bids received after the due date/time will not be accepted.

### **Vendor/Supplier Responsibility**

It will be the sole responsibility of each vendor/supplier to maintain, and keep current, their company's information on our e-Bidding website. In the event of a contact person name change, address, phone, etc., it will be necessary for the vendor/supplier to edit their company information on the e-bid site. Passwords can be reset by the Belton ISD Purchasing Department at (254) 215-2176. It is understood that all bid notifications will be sent to the e-mail address supplied by the vendor; therefore, in the event of an e-mail address change or ISP change, it is imperative that the vendor information be kept current. Otherwise, bid notifications will never be received by vendor and the opportunity for bid submittal will be lost.

**Register with Belton ISD by clicking here: [Beltonisd.ionwave.net](http://Beltonisd.ionwave.net)**

### **Award Notifications**

Award notifications are sent to successful vendors after Board approval, usually the third Monday of each month. Notification of award does not guarantee, nor initiate a purchase. Please maintain and reference your bid number when conducting business with the District. Additional information regarding bids/proposals may be obtained by contacting the Purchasing Department via email at [purchasing@bisd.net](mailto:purchasing@bisd.net) or by phone at (254) 215-2174.

### **Purchase Orders**

Purchases will be made with an authorized Belton ISD purchase order. The purchase order specifies what the District is committing to and ensures that funds are set aside to pay for

such commitments. Vendors must assume responsibility for any items/services that are purchased without an authorized Belton ISD purchase order. Do not provide goods/services without a Purchase Order.

### **Invoicing**

By law the school district has 30 days after receipt of an invoice to present payment. It is the intent of the school district to pay all invoices as promptly as possible; however, by acceptance of a Belton ISD purchase order you have agreed to the 30 day payment policy. All invoices are submitted to the Belton ISD Accounts Payable Department via email at [accountspayable@bisd.net](mailto:accountspayable@bisd.net).

Belton Independent School District is exempt from all applicable Federal and State Taxes. Tax-exempt information will be furnished upon request.

### **Vendor Information**

To all vendors, it is very important that you keep your vendor profile updated in the e-bidding system (IonWave).

If you need additional assistance with the content on this page, please contact Belton ISD Purchasing Department at (254) 215-2174 or via email at [purchasing@bisd.net](mailto:purchasing@bisd.net).

## BELTON INDEPENDENT SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS

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The following terms and conditions are requirements that bind the Vendor that is awarded a bid or proposal. These terms and conditions communicate the District's expectations with regard to the Vendor's performance in connection with the District's purchase.

Belton Independent School District may also be referred to as "Belton ISD," "Buyer," or "the District" throughout this and related documents.

Vendor may also be referred to as "Supplier," "Seller," "Bidder," or "Contractor" throughout this and related documents.

The words "bids, proposals, competitive sealed proposal, quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, requests for proposals, quotes, competitive sealed proposals, etc. to which they are attached.

1. Pursuant to Texas Education Code § 44.034(a), contractors or sub-contractors must give advance notice to the District if the person or an 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. A school district may terminate a contract with a person or business entity if the school 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. TEX. EDUC. CODE § 44.034(b).

Additionally, pursuant to Texas Education Code § 22.0834 and Texas Government Code § 411.082, Vendor will, at least annually, obtain criminal history record information that relates to an employee, applicant, or agent of Vendor, if the person has or will have continuing duties related to the District, and the duties are or will be performed on the District's property or at another location where students are regularly present. Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony or a misdemeanor involving moral turpitude from the District's property or other location where students are regularly present. The District shall determine what constitutes "moral turpitude" or "a location where students are regularly present." Vendor understands that failure to comply with the requirements of this section may be grounds for termination of any Agreement. All costs are incurred by the contractor.

2. Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. The use of tobacco products is not allowed on school district property.
3. Bid Submittal: The District shall accept by the Close Date and Time. Bids must be delivered to the Belton ISD Purchasing Department, 400 N. Wall, Belton, TX 76513. Belton ISD is not responsible for lateness of mail, carrier, etc., and the time/date stamp clock in Belton ISD Purchasing Department shall be the official time of receipt. If mailed or delivered, bid must be submitted in a sealed envelope with Vendor's name, bid name and bid number clearly written on the front of the outer envelope. No faxed bids will be accepted. **NO BIDS WILL BE ACCEPTED AFTER THE CLOSING DATE**

Bids shall represent a true and correct statement and shall contain no cause for claim of omission or error. Bids, to be valid, must be signed by authorized person in the space provided. By such signature, Proposer agrees to strictly abide by the terms, conditions, and specifications embodied in this bid. Responses received without proper signature will not be considered.

4. Brands and Models: Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit the District's consideration of an approved equal. Descriptive information or samples may be requested for any item bid other than the referenced item.
5. All items bid must be new, unused, and in first-class condition unless otherwise requested by the District.

Materials sold to or installed in any Belton ISD facility are not to contain any asbestos material. Any Vendor who sells or installs asbestos containing material in any Belton ISD facility shall be liable for and shall be required to bear the entire burden of any or all expenses associated with the removal and replacement of the material.

6. Equivalent Clause: If bidding on other than referenced specifications, Vendor's bid must show the specifications, manufacturer, brand, model, etc. of the product being offered. If other than brand(s) specified is offered, complete descriptive information of each product being offered must be included with Vendor's bid.

In every case, Belton ISD, in its sole discretion, will determine if a product is an approved equal. If brands other than that specified are offered, complete descriptive information of said article must be included with the bid. If Bidder takes no exception to specifications or reference date, Bidder will be required to furnish brand names, models, etc. as specified.

- a. Samples, when requested in the bid specifications, must be furnished with the bid, or the bid will be disqualified. When samples are requested after the bid opening, they must be furnished within five (5) school business days of the request at no cost to the District, or the bid will be disqualified. If not destroyed in examination, they will be returned to Bidder on request.
  - b. Once the contract is awarded, no substitutions of the products on the orders will be allowed without specific written consent from the Director for Purchasing Services. An approval for substitution on one order does not equate to automatic approval for substitution on subsequent orders. Application of the product must be reviewed for each project, job, and use.
7. Products delivered that are determined by the District not to be of equal or comparable quality to the requested articles shall be promptly picked up by Vendor as requested and scheduled by the District, at no expense to the District, and replaced with the product specified at the same price as bid. Products or services bid and provided under any subsequent orders must conform to appropriate local, State and Federal ordinances, and statutes and regulations governing the manufacture, sale, safety and installation of the products or provision of services.
  8. Material Safety Data Sheets ("MSDS"): The District requires product verification in the form of MSDS reports submitted at the time of the bid opening and on any product offered by a vendor if applicable.
  9. Evaluation:

(a) Evaluation Pursuant to Texas Education Code Section 44.031 for purchases made with non- federal funds: In evaluating qualified bids, the following considerations will be taken into account for award recommendations: (1) purchase price, (2) quality of Vendor's goods or services, (3) reputation of Vendor and Vendor's goods or services, (4) the extent to which the goods or services meet the District's needs, (5) Vendor's past relationship with the District, (6) total long-term cost to the District to acquire Vendor's goods or services, (7) impact on the District's ability to comply with laws and rules relating to historically underutilized businesses, (8) safety and suitability for the intended use, (9) Vendor's delivery capabilities, warranty, and warranty service history, (10) non-responsive, incomplete, and incomprehensible bids, and (11) for a contract for goods and services, other than those goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether Vendor or Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state. The District reserves the right to conduct any tests, evaluations, or comparisons it deems necessary to complete the evaluation process and awards on the basis of best value to the District. The District may award a contract for any or all sections of this bid and/or by individual items or combination of items. The District does not purchase on the basis of low bid alone. The District follows the criteria set forth by statute.

(b) Evaluation for purchases made with federal funds: In addition to the criteria stated above in 9.(a), the following considerations will be taken into account for award recommendations: (a) the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or

proposals is prohibited, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference; (b) when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract; (c) impact on the District's ability to comply with laws and rules relating to historically underutilized businesses to provide for consideration to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible; (d) for each contract in which there is no price competition, and in all cases where cost analysis is performed, consideration of profit as a separate element of the price shall be made, and to establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

10. The District reserves the right to decrease by 100% and/or increase the quantity listed in the specifications at the same bid price at any time, beginning with the approval of the Board of Trustees of the Belton Independent School District.
11. The District reserves the right to (1) reject any, part of any, or all bids, (2) award the contract for any item as it may appear advantageous to the District, and/or (3) waive any informalities or irregularities in the bidding process. In case of tie bids, the District will award according to District policy CH (Legal).
12. Belton ISD, may at its sole option, extend this bid for an additional sixty (60) days from the date of expiration, under the same pricing and terms and conditions, if it is determined by the District that additional time is required to avoid a contract lapse.
13. Belton ISD is a participating member of numerous cooperatives. As such, Belton ISD has executed Interlocal Agreements, as permitted under Chapter 791 of the Government Code, with certain other governmental entities authorizing participation in cooperative purchasing programs.

#### **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance**

- a. **Membership.** Belton ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctp.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.
  - b. **Adoption of Awarded Contracts.** In support of this collaborative effort, all awards made by Belton ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation to either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
  - c. **Adopted Contract Management.** The adopting district shall be responsible for the management of the new contract and all payments to the contracted Vendor. The originating district shall have no responsibilities under the new contract agreement.
14. In absence of a mutually agreed contract document, it is understood and agreed that, once Vendor has taken action to fill a purchase order for any or all items, a contract shall thereby be created pursuant to and subject to these standard terms and conditions set forth herein. To the extent a vendor's terms or conditions differ, Belton ISD's terms and conditions shall control. Purchase Orders are signed by the Director of Purchasing and will be issued prior to all purchases. The District will not be responsible for any purchases made prior to the issuance of a purchase order or made with any form other than a signed purchase order.



15. The successful Bidder must comply with the following federal laws regarding contracts:
- a. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708.
  - b. Equal Employment Opportunity Act.
  - c. Energy Policy and Conservation Act (P.L. 94-163).
  - d. Equal Opportunity and Affirmative Action Employer.

Neither party shall discriminate because of race, color, religion, sex, age, national origin, handicap, or status as a Veteran, as defined and prohibited by applicable government law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning personnel. In addition, Bidder affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11750; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; and Public Law 95-507.

16. Seller of Package Goods: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to by the District. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
17. Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
18. Title and Risk of Loss: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery and has taken action to specifically signify that the Buyer accepts the goods as conforming. Mere acceptance of delivery shall not be acceptance as conforming.
19. No Placement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided. Where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
20. Delivery Terms and Transportation Charges: F.O.B. Destination. All freight/delivery charges are to be included in the line item bid prices. If the shipping and handling costs are not included in the bid price of each line item, the bid cannot be fairly compared and evaluated and it WILL NOT be considered due to being NOT AS SPECIFIED. No additional freight or delivery charge for line items will be paid on invoice unless agreed to by Belton ISD. No tailgate or curbside deliveries will be permitted; shipment must arrive at destination with proper equipment to make delivery inside Buyer's building.
21. Belton ISD is not liable for orders accepted without a purchase order.
22. Place and Time of Delivery: All materials and equipment shall be delivered to the addresses provided on the purchase order unless otherwise authorized by the Director of Purchasing. Vendor shall complete delivery of any athletic equipment or athletic supplies within forty-five (45) calendar days of issuance of the purchase order.

23. Inspection Requirements: Final inspection shall be made at the site after delivery. In case of rejection of athletic equipment because of failure to meet contract requirements, or as otherwise provided herein, Vendor shall, without charge, promptly remove such rejected or damaged athletic equipment and replace it by delivering to the same inspection point athletic equipment which meets the contract requirements without any additional expense to the owner for freight or other charges.
24. Invoices and Payments:
- a. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and be itemized, and transportation charges, if any, shall be listed separately. The delivery by Vendor shall be accompanied by a packing list. Invoices should be sent to [Accountspayable@bisd.net](mailto:Accountspayable@bisd.net). Payment will not be made on partial shipments of purchase orders unless the invoice only indicates the items that were shipped. Payments will be made within thirty (30) days. Vendors should keep the District's Accounts Payable Department advised of any changes in remittance address by providing notice to the following address: Belton Independent School District, Attn: Accounts Payable, 400 N. Wall, Belton, TX 76513.
  - b. Do not include Federal Excise, State or City Sales Tax. Belton ISD is exempt from taxation under the Sales Tax and Use Tax Laws. Tax exemption number is listed on all purchase orders or will be provided by the Purchasing Services Department upon request.
  - c. Belton ISD is subject to the Texas Prompt Payment Act, Texas Government Code Chapter 2251.
25. Gratuities: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the school district with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer, pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
26. Warranty Price:
- a. The price to be paid by Belton ISD shall be that contained in Vendor's offer which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to Vendor's current prices on orders by others, or in the alternative, Belton ISD may cancel this contract without liability to Vendor whatsoever.
  - b. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Vendor for the purpose of securing business. For breach or violation of this warranty, Belton ISD shall have the right, in addition to any other right or rights, to cancel this contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
27. Warranty Products: Seller shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
28. Safety Warranty: Seller warrants that the product sold to Buyer shall conform to the standards

promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

29. No Warranty by Buyer Against Infringements: As part of this contract for sale, Vendor agrees to ascertain whether goods manufactured in accordance with the specifications included in this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Belton ISD makes no warranty that the production of goods according to the specification(s) will not give rise to such a claim, and in no event shall Belton ISD be liable to Vendor for indemnification in the event that Vendor is sued on the grounds of infringement or the like. If Vendor is of the opinion that an infringement or the like will result, he/she will notify Belton ISD to this effect in writing within two (2) weeks after signing of this agreement. If Belton ISD does not receive notice and is subsequently held liable for the infringement or the like, Vendor will indemnify and hold Belton ISD harmless. If Vendor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract may be null and void, at Belton ISD's sole option, at which time Belton ISD may pay Vendor the reasonable cost of his/her search as to infringements.
30. Cancellation: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that Buyer may have in law or equity.
31. Termination: The performance of work under this contract may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth herein.

The District shall have the right to terminate any Agreement or Contract with or without cause upon 10 days' notice to Vendor.

Valid causes for termination of this contract by the District for cause include, but are not limited to:

- a. Lack of funds by the District. Lack of funds includes, but is not limited to, non-appropriation and/or non-availability of funds.
- b. Non-compliance with all federal regulations including, but not limited to the "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and the "Energy Policy and Conservation Act" by Grantee.
- c. Failure to meet bidding specifications as determined by Belton ISD.
- d. Failure of the successful Bidder to deliver the item(s) within the specified time.
- e. Delivery of items on two (2) or more occasions that are rejected by the District.
- f. In the event that Bidder becomes insolvent or commits act of bankruptcy, Bidder shall notify the District in writing immediately.
- g. Breach of warranties or service agreements.
- h. Breach by Bidder of any term or condition of the contract.
- i. Any attempt by the successful Bidder to misrepresent the product or service provided. (i.e., listing a product as the product ordered on the statement of charges and shipping a non-approved alternate.

- j. Any unethical business practice, or attempt to misrepresent or commit fraud against the District.

The basis for settlement prior to completion of the contract will, at Belton ISD's discretion, be non-payment to the successful Bidder (Grantee), assessment of liquidated damages, and any other remedy at law or in equity available to Belton ISD. Bidder agrees that this is a reasonable cost to compensate BISS for time and effort involved in procuring replacement products, goods, or services, which cost would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude Belton ISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to Belton ISD.

Violation or breach of the federal requirements entitled "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act" may be grounds for termination of the contract and for debarment from future bidding.

32. Other Contractual Obligations: For contracts awarded in excess of \$10,000.00 by the school district, the successful Bidder and their contractors or sub grantees must be in compliance with executive order 11246 "Equal Employment Opportunity" as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60) - Executive Order 11246, as amended, prohibiting job discrimination because of race, color, religion, sex, or national origin and requiring affirmative action to ensure equality of opportunity in all aspects of employment.

The successful Bidder must agree to provide to the school district, the Texas Education Agency, the Comptroller General of the United States, or any other duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The successful Bidder must also agree to maintain all required records for five (5) years after the school district makes final payment and all other pending matters are closed.

For contracts awarded by the school district for \$2,500.00 or more, the successful Bidder and sub grantees must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 C.F.R., Part 5) Section 103. Each Contractor is required to compute wages of every laborer and mechanic on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of eight hours per day or forty hours per week shall be compensated at a rate of not less than 1.5 times the basic rate of pay. No Contractor may require a laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

Successful bidders must comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

For contracts awarded by the school district for construction and repair, the successful Bidder and subgrantees must include a provision in the contract and sub-grants for compliance with the Copeland "Anti-Kickback" Act. This Act provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation, to which he/she is otherwise entitled.

For all construction contracts in excess of \$2,000.00, the successful Bidder and subgrantees shall include a provision for compliance with the Prevailing Wage Rate Schedule for Bell County. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages established by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

33. **Right to Assurance:** In the event the District, in good faith, has reason to question the Vendor's intent to perform under the contract, the District may demand that the Vendor provide written assurance of its intent to perform. In the event that a demand is made and no assurance is provided within five (5) business days, the District may treat this failure as an anticipatory repudiation of the contract.
34. **Force Majeure:** If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, land sinkage, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
35. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
36. **Waiver:** The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of the remaining provisions. Notwithstanding anything contained herein to the contrary, no provision herein may be construed as a waiver of the District's sovereign immunity.
37. **Governing Law and Venue:** This Agreement shall be construed and governed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Both parties agree that venue for any litigation arising from this contract shall lie in Bell County, Texas.
38. **Prohibition Against Personal Interest in Contracts:** Any School Board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

For Vendor or other person doing business with local governmental entity:

A Conflict of Interest Questionnaire must be filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law, this Questionnaire must be filed with the records administrator of the local governmental entity not later than the seventh (7th) business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A vendor commits an offense if

the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) reflecting the newly updated law for a vendor doing business with local governmental entity is attached hereto.

39. Penalties for Non-Performance: If, at any time, Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, Belton ISD reserves the right to:
- a. Purchase on the open market and charge Contractor the difference between contract and actual purchase price, or
  - b. Deduct such charges from existing invoice totals due at the time, or
  - c. Cancel the contract within ten (10) days by written notification of intent.
40. Liens: All goods delivered or labor performed under this contract shall be free of all liens and upon request, a formal release of all liens will be delivered to the District.
41. Vendor agrees to abide by and comply with the District's Board Policies, rules, and regulations.
42. For any proposed multi-year Agreement by and between the District and any Vendor, should the District's Board of Trustees not approve funds for such Agreement, the Agreement shall automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation of the District.
43. Contracts Under Federal Awards: In addition to the terms and conditions herein provided, all contracts made by the District with a vendor under a Federal award must contain provisions covering the following, as applicable:
- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing

wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5), Under 40 U.S.C 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

44. Privacy: Contractor acknowledges that records obtained or created through this agreement may be confidential or protected under;
- a. Family Education Rights and Privacy Act (FERPA)
  - b. Telephone Consumer Protection Act (TCPA)
  - c. Protection of Pupil Rights Amendment (PPRA)
  - d. Children's Online Privacy Protection Act (COPPA)

Contractor may not disclose information about either District employees or Belton ISD students, unless disclosure is permitted and written confirmation is obtained from the BISD Superintendent or designee.

45. Right of Access to Data: Contractor shall maintain and District shall have access to all school related records retained by contractor for a period of three (3) years from the termination of the agreement. Contractor shall notify BISD, and permit District to obtain copies of, any related data prior to contractor destroying or removing Student specific data from their database or records.
46. Safeguard Data: In the event of data breach, contractor shall use federal, state, and local code, and best practices of industry standards to secure and identify any breached data. Contractor shall notify BISD within 24 hours (one business day) of any suspected or actual breach of security.
47. Data Breach: Texas law requires written notification to anyone whose information may have been compromised by a breach of security.
48. Foreign Storage Prohibited: All data maintained by contractor shall be stored and maintained in within United States. Foreign (non US) storage of any data related to this agreement is prohibited.
49. Belton ISD has a "no contact" policy during the bid process. All contact regarding solicitations must go through the Purchasing Department from the date the bid is issued until the date the bid is awarded. Failure to comply with this requirement may be grounds for rejection of bid.

Ref: Tex. Bus. & Comm. Code §§ 521.002 & 521.053; Tex. Loc. Gov't Code § 205.010