NOTICE TO VENDORS

PASADENA INDEPENDENT SCHOOL DISTRICT

A Texas Recognized District

is accepting Competitive Sealed Proposals for:

NETWORK ELECTRONICS

CSP #16-011

Direct technical questions in writing to:

Agent: Education Partners Solution, Inc. Mr. Ed Gifford, Gifford@eps4.com

Proposals will be received at:

Proposals will be

Number of Copies

No Bid /

Submission

received until:

PISD <u>Purchasing Department</u>, Suite B-107, Attn: Bid Clerk 1515 Cherrybrook Lane Pasadena, Texas 77502 2:00 PM., December 18, 2015

Proposals received after closing time will be refused and returned to the vendor unopened.

Plans and Specifications may also be obtained from the above address, or on website:

http://www.eps4.com/contact.html .

SUBMIT THE ORIGINAL AND THREE (3) COPIES OF: THE SIGNED PROPOSAL SHEETS, CERTIFICATIONS, AND SUPPORTING DATA IN A SEALED OPAQUE ENVELOPE MARKED AS FOLLOWS:

"SEALED CSP: NETWORK ELECTRONICS CSP #16-011"

SHOULD YOU CHOOSE NOT TO SUBMIT A PROPOSAL, PLEASE COMPLETE THE "NOTICE OF NO SUBMISSION" SECTION AND RETURN TO OUR ATTENTION.

Sealed proposals will be publicly opened in accordance with Texas Education Law 44.031. However, the proposals will be "under evaluation," until final awards are determined. Results will become available for public review seven business days after approval by the Board of Trustees.

Purchasing Department, Suite B-107 1515 Cherrybrook Lane, • Pasadena, Texas • 77502 (713) 740-0196 • Fax (713) 740-4033



Derek Gillard

Director of Purchasing

Tanya Guel Mary Charles Martha Maldonado Buyers

> Karen Clayton Bid Clerk

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DATE IT. IN THE EVENT OF CHANGED CIRCUMSTANCES, AN UPDATED CIQ MUST BE FILED WITHIN SEVEN (7) BUSINES	
AFTER THE VENDOR BECOMES AWARE A CONFLICT OF INTEREST EXISTS.	
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NETWORK ELECTRONICS

1. Project Background and Description

Pasadena ISD is a large urban school district located in both Houston and Pasadena, TX serving a diverse student population with an 85% ERate discount.¹ The mission of Pasadena ISD, the gateway to unlimited opportunity for the youth of our culturally rich community, is to empower students to become accomplished, self-directed, and collaborative citizen-scholars who boldly contribute to an increasingly complex and evolving world by engaging in rigorous curriculum, relevant experiences, and positive relationships while embracing the uniqueness of each individual. PISD is committed to using information and communication technology (ICT) to support the mission, goals and objectives of the District for student-centered teaching and learning. Through successful programs such as virtual school and online courses, mobile learning, and devices provided for students at home and at school, PISD has successfully used innovative technology systems to support instructional programs to improve academic achievement.

1.1 Work Included

Pasadena Independent School District (hereinafter referred to as PISD) has installed the next generation advanced services network to support the district's technology requirements as determined through long-range facility planning, strategic technology planning and technical evaluation. PISD is seeking vendors that can provide the following products and associated configuration and installation services:

1. NETWORK ELECTRONICS PROJECT INCLUDING:

- a. LOCAL AREA NETWORK ELECTRONICS
- b. INSTALLATION AND MAINTENANCE

It is the intent of PISD to enter into a contract for a "turn-key" contract for **<u>each</u>** project. The contract will include design documents, installations, project plans, project management, labeling, materials staging and testing. Offers will include all cost associated with the delivery of all labor, services, and materials necessary for the completion of this project and throughout the term of the contract. A vendor may respond to as many projects as it can support with service and expertise.

¹ <u>http://www.usac.org/_res/documents/sl/pdf/samples/Discount-Matrix.pdf</u>

1.2 Schedule of Events

The following is the required schedule of events for this project. All tasks and associated schedules in italicized text are subject to change based on the CSP responses and evaluation process.

Release of CSP to Proposers	November 20, 2015
Advertisements 1 st , 2 nd	November 20, 2015, November 27, 2015
CSP Opening	<u>December 18, 2015</u> @ 2:00 P.M.
Anticipated Board Award	February 2016
Contract Review/Legal/Signed	February 2016
Initial Contract Period	July 1, 2016 – June 30, 2017
1st Renewal Option	July 1, 2017 – June 30, 2018
2nd Renewal Option	July 1, 2018 – June 30, 2019

1.3 Questions

Bidders needing clarification or finding errors, omissions, or corrections in the specifications shall contact Mr. Ed Gifford by email no later than December 11, 2015 at 2:00 PM (seven calendar days prior to the proposal due date and time). Mr. Gifford's email address is <u>Gifford@eps4.com</u>. Requests after this date and time will not be answered. Any information pertaining to any requests for clarification or corrections will be sent out in an addendum before the proposal is due.

Education Partners Solution, Inc.

 16107 Kensington Drive; Suite 254

 Sugar Land, TX
 77479

 Voice:
 (281) 494-0187

 FAX:
 (832) 201-8162

 Email:
 gifford@eps4.com

PROJECT TERMS AND CONDITIONS OF COMPETITIVE SEALED PROPOSAL ("CSP")

2. Project Terms and Conditions for Competitive Sealed Proposal (CSP)

2.1 Response Submission

Responses to this CSP must be submitted in sealed packages and delivered on or before <u>December 18, 2015</u> at 2:00 P.M., to Pasadena Independent School District, by mail or delivery to Purchasing Department, Ste. B-107, 1515 Cherrybrook Lane, Pasadena, Texas 77502. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. PISD will reject all late arrivals. The respondent must submit one (1) electronic media copy, one (1) original hardcopy and three (3) <u>complete</u> copies of the response along with sample contracts.

2.2 Costs Associated with Preparation of the Vendor's Response

PISD will not be liable for any cost incurred by the respondents in preparing responses to this CSP or negotiations associated with award of a contract.

2.3 Questions

Bidders needing clarification or finding errors, omissions, or corrections in the specifications shall contact Mr. Ed Gifford by email no later than December 11, 2015 at 2:00 PM (seven calendar days prior to the proposal due date and time). Mr. Gifford's email address is <u>Gifford@eps4.com</u>. Requests after this date and time will not be answered. Any information pertaining to any requests for clarification or corrections will be sent out in an addendum before the proposal is due.

2.4 Proposal Binding Period

Prices proposed in The Vendor's response for all labor and materials will remain in effect for a period of at least ninety (90) business days from the opening date of the CSP.

2.5 Vendor Qualifications

The vendor will provide information demonstrating their capability in delivering the services requested in this CSP. Experience, qualifications, and certifications will help determine the vendor's ability to deliver the specified services and help assure PISD of a successful project.

2.6 Award Criteria

PISD shall accept the proposal it deems to be the best value for PISD. In making that determination, the following criteria will be used to evaluate the responses.

- A. The purchase price; 30%
 - a. the total cost to the district to acquire the vendor's goods or services;
 - b. the nonrecurring cost to the district related to the delivery of the Service;
 - c. the recurring cost for the Service.
- B. Reputation of the vendor and of the vendors goods or services; 10%
 - a. the capability of the vendor to support the general specifications.
 - b. the reputation of the vendor and of the vendor's goods or services;
 - c. vendor's knowledge and experience with the solution;
- C. Quality of goods or services; 20%
 - a. the quality of the vendor's goods;
 - b. the quality of the vendor's services;
- D. Extent to which the goods or services meet the district's needs; 25%
 - a. the extent the goods or services meet the district's needs as defined in Project Specifications;
- E. Vendor's past relationship with the district; 5%
- F. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; 0%
- G. Long term cost to the district to acquire the vendors goods or services; 10%

- H. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner; 0%
 - a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state

2.7 Product Demonstration

PISD reserves the right to select proposals that have sufficient and substantive information to warrant further consideration through the competitive range proposal procurement method otherwise known as being "shortlisted". If a vendor shortlist is created by the selection committee, the shortlisted vendors will have the opportunity to present their proposed solution in a more in-depth and comprehensive manner. The shortlist will be created based upon the selection criteria listed the Award Criteria section of this CSP.

2.8 Payment

Application for payment may be submitted with two copies of the invoice following acceptance by owner. The appropriate purchase order number shall appear on all invoices. Owner is not responsible for any indebtedness connected with the work, payrolls, or materials. The district has thirty days to pay for job after completion, associated final deliverable documentation and receipt of correct invoice, whichever is later.

2.9 Multi-Year Options

Multi-year contract options will be evaluated. A multi-year contract means a contract that covers more than one year. For example, a three-year contract would expire at the end of the third year. A contract including voluntary extensions means that the contract expires at the end of its original term and may be voluntarily extended for one or more years pursuant to the provisions in the contract. Contracts will begin upon signature with renewal starting on July 1 and end June 30 to coincide with SLD funding.

2.10 Partial Response to Services and/or Goods Requested

Vendors may provide responses for select, a combination or all of the goods and services requested within the CSP by Section 3 subsections. Competitive preference for a combination or total service response from a single vendor will be awarded if the combination of services provides financial, technical or operational benefits to the District as reflected in the award criteria.

2.11 Contract Term

The contract terms, unless explicitly stated, will provide a solution to support the program for one (1) year with two (2) one-year renewal optionals for a total of three (3) years.

2.12 Types of Specifications

Three types of specifications are designated in the CSP: general, project and technical specifications.

2.12.1 General Specifications define federal, state and local programs that align with priority initiatives of the District and the requested services of the CSP. The General Specifications response information will be used to evaluate the Award Criteria: Reputation of the Vendor.

2.12.2 Project Specifications define the good and services requested with the CSP. The Project Specifications response information will be used to evaluate the Award Criteria: Quality of goods or services and Extent to which the goods or services meet the district's needs. The responses will be evaluated per section.

2.12.3 Technical specifications supplement information provided for the requested services defined in Project Specifications and the information provided will be used to further evaluate the Award Criteria: Quality of Goods and/or Services. The responses will be evaluated per section.

2.13 Terms and Conditions

Terms and Conditions are designated as General and Project.

2.13.1 General Terms and Conditions are listed in Section 7 of this CSP. They are general terms and conditions, unless otherwise superseded by any supplemental specifications, project and/or special terms and conditions enclosed. The supplemental and/or special terms and conditions will supersede the general terms and conditions.

2.13.2 Project Terms and Conditions are specific for this CSP, provide contract terms and specific requirements.

2.14 Interlocal Agreement Option

At the present time PISD does not have an interlocal agreement with eligible entities for this type of project but in the event at a later time the Board of Trustees approves an interlocal agreement with an eligible entity or entities then PISD may collaborate with other eligible entities pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code to support network electronics and pricing identified through this CSP process. Any reduced cost based on economies of scale, shared infrastructure and/or shared processes should be allocated not only to the additional eligible entity but to the PISD base cost.

2.15 Additional Conditions

If applicable to the Project, Contractor must, certify on forms provided by the District, that for each employee of Contractor who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing duties related to the Project, the Contractor has obtained, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Section 153.1101 and 153.1117:

(a) national criminal history record information from a law enforcement or criminal justice agency for each employee of Proposed hired before January 1, 2008; and

(b) national criminal history record information from the Texas Department of public Safety for each employee of Proposer hired on or after January 2, 2008.

Contractor will also be required to obtain from each and every subcontractor or independent contractor the form of certification, relating to the employees of such subcontractors and independent contractors. All Contractor and Subcontractor forms must be submitted prior to the commencement of work by the Contractor or the applicable subcontractor/independent contractor, who will have direct contact with students, must not have been convicted of an offense identified in Texas Education Code Section 22.085, or any higher standard established by the Owner.

3. Specifications

- 3.1 Proposer Qualifications
- 3.1.1 Schools and Libraries Program Requirements

The Schools and Libraries Program reimburses telecommunications, Internet access, and internal connections providers for discounts on eligible services provided to schools and libraries. While schools and libraries apply for these discounts, USAC works in conjunction with service providers to make sure these discounts are passed on to program participants. The vendor must be eligible to participate in the Schools and Libraries Program and obtained a Service Provider Identification Number (SPIN) from USAC.

(1) The proposal response will include the vendor's SPIN.

The Federal Communications Commission (FCC) has determined that in order to provide telecommunications services (voice, video or data transport), the service provider must provide such services on a common carrier basis. The vendor must be an eligible service provider for telecommunication and/or Internet services as defined by the Federal Communication Commission (FCC) for reimbursement from the Schools and Libraries Program.

(2) By submitting a response, the vendor is signifying that the vendor is an eligible service provider for reimbursement.

Eligible ERate services requested with this CSP will include product and services contained in the USAC 2016 Eligible Services List, which can be found at

https://www.usac.org/_res/documents/sl/pdf/ESL_archive/EligibleServicesList-2016.pdf

- 3.1.2 The Reputation of the Vendor and of the Vendor's Goods or Services
 - > The proposal will include three references from comparable educational customers.
 - > The proposal will include three references from comparable service installations.
- 3.1.3 The Vendor's Past Relationship with the District
 - > The proposal will list any past project or contracts that the service provider has had with the District.
- 3.1.4 The Vendor's Knowledge and experience with the Solution
 - > The proposal will list the personnel and qualifications of the personnel that will be assigned on the project.

3.1.5 Probability of Continuous Availability

The district will evaluate the provider's ability to provide the solution starting on July 1, 2016 and continuing through the term of the contract.

The respondent will provide the number of years in business providing comparable services to customers in and around the District.

3.2 Services Specifications

3.2.1 General Requirements

It is the goal of this project to implement a telecommunication network predicated on the following high-level principles. All offers must support these principles in entirety. The telecommunication services or products provided, as a result of this CSP network must support the following:

- 1. The network will provide a minimum of Gigabit Ethernet to all sites with upgrade options to 10Gb (future/migratory direction for WAN).
- 2. The network will provide IP transport for all data, voice and video services within the district.

3.2.2 Requested Components

It is the goal of this project to implement a telecommunication network predicated on the following high-level principles. All offers must support these principles in entirety. The telecommunication services or products provided, as a result of this CSP network must support the following:

The following requested components list the quantity, model number and description of the products requested to deliver the functionality for the network. The products defined in the expansion and refresh projects will be integrated into the existing network; therefore, any responses, specifically with other manufacturer products, must provide design and specifications of how the proposed products would integrate into the current environment. The technical specifications are intended to describe the minimum functional requirements of the solution. These specifications may be exceeded. Brand names are used to describe the equipment needed and include a statement that equivalent functioning components will be considered. Information on how a proposed alternate component performs equal to or better than the stated requirement shall be provided in the request(s) for approved equals and in the proposal(s) to aid the selection committee in its evaluation.

3.2.3 Materials Management

The respondent will deliver and manage materials within the district. PISD will not provide, property, facilities or manpower to deliver, store or manage materials. PISD will be billed for materials consumed only. Documentation is required to support distribution of materials prior to billing.

3.2.4 Project Management

Respondent will have a project manager to be the single point of contact for PISD. The respondent will submit a Management Team description of each key member, responsibilities and qualifications. For the Network Electronics project, one (1) of this respondent supplied management team will be a Cisco Certified Network Professional (CCNP), Cisco Certified Design Professional (CCDP) or Cisco Certified Design Expert (CCDE) or proposed manufacture equivalent.

The project manager is responsible for the coordination of resources to meet the vendor proposed project schedule. The successful respondent must have the capability and resources to meet the project schedule and an organizational structure that will allow the project manager the access to the required resources to meet the schedule.

The respondent will provide information that demonstrates their capability in delivering the services requested in this CSP. Experience, qualifications, and certifications will help determine the respondent's ability to deliver the specified services and help assure PISD of a successful project. Respondents are to specify whether the work was performed internally or via a subrespondent, specify the date the work was done, and provide the documentation supporting the information on the specific project referenced. For client confidentiality, reference names do not have to be provided with the response; however, PISD retains the right to require contact names for verification of work on any project referenced. Failure to provide requested information will disqualify Proposal.

Respondent's key staff members for this project will be listed. This list may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. Prior to any such changes, the respondent will notify PISD reasonably in advance and will submit justification (including proposed substitutions) in sufficient detail to permit PISD to evaluate the impact that such changes will have upon the services being performed hereunder.

3.3 Electronics Overview

3.3.1 Campus BOM

Network Electronics table listing proposed bill of materials and quantity by instructional campus. (It is understood that brackets, rails, cables, etc. are required with this bill of materials but may not be listed and the vendor is responsible for ensuring bill of materials proposed is complete). Final architectural drawings have not been developed. These figures and best guess estimates for planning, budgeting and ERate purposes. Actual quantities will be determined after final architectural drawings and building functional requirements have been completed.

campus name	<300M	>300M	Data
HANDCOCK ELEMENTARY	4	1	900
SULLIVAN MIDDLE	4	1	900
Dobie HS 9 th Grade Campus	4	1	1273
Rayburn HS Early College	2	1	325
South Houston HS Early College	2	1	325
Memorial HS Early College	1	1	325
NEW INT #11	5	1	900
NEW Mae Smythe	4	1	900
NEW LF Smith	4	1	900
NEW Pomeroy	4	1	900
Total	34	10	7648

At the time this CSP is released, campus architectural design documents are not available. Please provide a quote for the BOM listed below for each campus. The total proposal will be the BOM below multiplied by 10 campuses listed above. Final distribution of actual quantities will occur after final architectural documents are issued.

Bill of materials listed below apply in total to EACH of the NEW campuses:

Qty	Part #	Description
18	WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base
1	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10GE IP Base, Front-to-Back Cooling, No P/S
2	C4KX-PWR-750AC-R	Catalyst 4500-X 750W AC Front-to-Back Cooling Power Supply
1	L-C4500X-16P-IP-ES	Catalyst 4500-X IP BASE to Enterprise Services upgrade license (electronic delivery) for 16-port and 24-port models
5	C3KX-NM-10G	Catalyst 3K-X 10G Network Module option PID
5	CAB-STACK-3M	Cisco StackWise 3M Stacking Cable
3	CAB-SPWR-150CM	3750X Stack Power Cable 150 CM - Upgrade
2	SFP-10G-LR	10GBASE-LR SFP Module
10	SFP-10G-SR	10GBASE-SR SFP Module
5	APC2200RM2U	APC-Smart UPS - 2200VA
8	Fiber Patch Cable 3m MM	3 meter LC to SC 50/125 10-GiG Multimode Duplex Patch Cable
1	Fiber Patch Cable 3m MM	3 meter LC to LC50/125 10-GiG Multimode Duplex Patch Cable
2	Fiber Patch Cable 5m SM	5 m single-mode fiber, LC-to-SC connectors

Bill of materials listed below apply in total to **DISTRICT WIDE of the EXISTING campuses**:

Qty	Part #	Description
882	WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base
337	WS-C3850-48F-S	Stackable 48 10/100/1000 Ethernet PoE+ ports, with 1100WAC power supply
68	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10GE IP Base, Front-to-Back Cooling, No P/S
136	C4KX-PWR-750AC-R	Catalyst 4500-X 750W AC Front-to-Back Cooling Power Supply
68	L-C4500X-16P-IP-ES	Catalyst 4500-X IP BASE to Enterprise Services upgrade license (electronic delivery) for 16-port and 24-port models
339	C3KX-NM-10G	Catalyst 3K-X 10G Network Module option PID
339	CAB-STACK-3M	Cisco StackWise 3M Stacking Cable
204	CAB-SPWR-150CM	3750X Stack Power Cable 150 CM - Upgrade
136	SFP-10G-LR	10GBASE-LR SFP Module
678	SFP-10G-SR	10GBASE-SR SFP Module
339	APC2200RM2U	APC-Smart UPS - 2200VA
542	Fiber Patch Cable 3m MM	3 meter LC to SC 50/125 10-GiG Multimode Duplex Patch Cable
68	Fiber Patch Cable 3m MM	3 meter LC to LC50/125 10-GiG Multimode Duplex Patch Cable
136	Fiber Patch Cable 5m SM	5 m single-mode fiber, LC-to-SC connectors

4. Scope of Work

4.1 CSP Response

All vendors must provide a proposed Bill of Materials based on the Design Guide Bill of Materials included within this CSP. The vendors' response must include all required components for an operational system including all recommended equipment and materials listed for system, estimated calendar for procurement and installation, solutions to specification requirements, and design configuration with manufacturer specific information and value add. These materials will be referenced as a part of the CSP evaluation criteria.

Technical specifications must be supplied on each product proposed if it is different than the product listed within the Design Guide Bill of Materials.

4.2 Installation and Implementation

The contract agreement, this document, the response with the associated finalized materials, and the district's design document make-up the "Blue-prints" for this project. The product provider will be responsible for all equipment configurations.

All related services required to install and implement the agreed upon design and products are to be included in this CSP. The vendor is responsible for identifying all required services for the implementation. "Out of Scope" services will be provided through a change order; however, Out-of-Scope services will only be required if a change in product or design is defined in the project. The Change Order process will be defined in the contract agreement with the service provider.

Project implementation and installation will begin on July 1, 2016. Project calendars should be provided for optimal installation schedules with priority giving to the services required for the 2016-2018 school years.

4.3 Test Parameters and Methods

Vendor will provide documentation on each site configuration for signaling of completion and to begin Testing and Acceptance Process. Vendor must provide installation method documentation for all equipment including mounts.

The district will be given 7 days after the Testing and Acceptance Form and documentation is submitted to provide random test connections from the site.

District will sign the Testing and Acceptance Form for each site. Payment request (invoices) will include a copy of the signed Acceptance Form.

4.4 Installation Documentation

One complete set of hardware and software documentation for all provided items per site at no additional cost. Vendor must provide installation method documentation for all equipment including mounts.

4.5 Warranty

Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by the vendor for one year (365 calendar days) from transfer of title against any defects. Defects which may occur as the result of faulty materials or workmanship within one year after installation and acceptance by the owner shall be corrected by the contractor at no additional cost to the owner. The contractor shall promptly, at no cost to the owner, correct or re-performs any non-conforming or defective work within one year after completion of the project of which the work is a part. The period of the contractor's warranty for any items herein are not exclusive remedies, and the owner has recourse to any warranties of additional scope given by the contractor to the owner and all other remedies available in law or in equity. The contractor's warranties shall commence with acceptance of/or payment for the work in full. Vendor will complete, submit and honor all product warranty associated with equipment installed.

4.6 Maintenance

The vendor will provide complete maintenance options. Cost for maintenance will be broken down and reflected in the proposal form. Maintenance will be a consideration for evaluation. All Core Components should between 8AM to 5PM next business day maintenance contracts.

5. Requirements

5.1. PISD Requirements

- PISD will provide all documentation listed above to the successful vendor and access to existing equipment.
- PISD will purchase equipment listed in the CSP from July 2016 thru June 2018.
- PISD will provide access to all locations.
- PISD will provide a project management team consisting of the school consultants and district personnel.

5.2. Vendor Requirements

- Vendor will provide a Project Manager, Networking Engineer and a procurement person identified to PISD project.
- Vendor will provide procurement, inventory and accounting support/management for life of project.
- Vendor will provide configuration and physical installation of all components.
- Vendor will provide required documentation of network.
 - Physical LAN diagrams, product descriptions, equipment placement, serial number, IP address, switch port, test results, final configuration, purchase order, statement of work and acceptance sign off.

5.3. Vendor/Manufacture Requirements

- Vendor/Manufacturer will provide a warranty on all products. If any product does not come with a standard lifetime warranty, the vendor should identify cost to provide this warranty.
- Vendor/Manufacturer will document warranty and maintenance policies and procedures. Vendor/Manufacturer partnership with and support of PISD will be a major selection criteria.
- Vendor/Manufacturer will document if any product does not come with a standard lifetime warranty, the vendor should identify cost to provide this warranty.

6. Cost of Goods and Services

6.1. Proposer Information

Provide a price sheet for all proposed goods and services with each subsection (3, etc.,) and associated service title listed clearly with the pricing information.

1. Company Name			
2. Legal Name (if different)			
3. Years in Business Under Name			
4. Years installing similar systems			
5. Contact Person			
6. Full Mailing Address			
7. Address Line 2			
8. Telephone Number			
9. Fax Number			
10. Email Address/Web Site			
11. Number of Full-time employees			
12. Number of Full Time Technical Personnel			
13. Project Manager Name			
14. Attached personnel resumes of Project Team (YES) (NO)			
15. Service Provider Identification Number (SPIN)			

6.2. Proposer Experience

To be a qualified Proposer, the vendor must include below three references with similar systems or equipment installed. Preference will be given to vendors with references for implementations at organizations most similar to PISD. Include separate sheet(s) containing supporting documentation regarding reference projects if available.

REFERENCE #1

1.	Organization Name	
2.	Contact Person(s)	
3.	Full Mailing Address	
4.	Address Line 2	
5.	Telephone Number	
6.	Fax Number	
7.	Project Dates	
8.	Brief Description (attach detail)	

REFERENCE #2

- 2. Contact Person(s)
- 3. Full Mailing Address
- 4. Address Line 2
- 5. Telephone Number
- 6. Fax Number
- 7. Project Dates
- 8. Brief Description (attach detail)

REFERENCE #3

- 1. Organization Name
- 2. Contact Person(s)
- 3. Full Mailing Address
- 4. Address Line 2
- 5. Telephone Number
- 6. Fax Number
- 7. Project Dates
- 8. Brief Description (attach detail)

6.3. Proposer Subcontractors/Partners

Every subcontractor shall be bound by the applicable terms and provisions of the contract documents. Further information about the subcontractor/partner may be requested prior to award. Identify all subcontractors or partners used for this project. Include separate sheet(s) labeled "Subcontractors/Partners" if necessary.

Subcontractor/Partner #1

Organization Name			
Years in Business Under Name			
Years installing similar systems			
Contact Person			
Project Function			
Subcontractor/Partner #2			
Organization Name			
Years in Business Under Name			
Years installing similar systems			
Contact Person			
Project Function			
<u>Subcontractor/Partner #3</u>			
Organization Name			
Years in Business Under Name			
Years installing similar systems			
Contact Person			
Project Function			
<u>1</u>	Years in Business Under Name Years installing similar systems Contact Person Project Function bcontractor/Partner #2 Organization Name Years in Business Under Name Years installing similar systems Contact Person Project Function bcontractor/Partner #3 Organization Name Years in Business Under Name Years in Business Under Name Years in Business Under Name Years installing similar systems Contact Person		

6.4. Cost Summary

The respondent will provide a cost summary on the form below. The information requested below is the minimum that will be accepted. Respondent will submit one (1) original and three (3) complete copies of the Offer.

Additional information and pricing shall be documented, titled with the "Additional Service Cost" line item on this Cost Summary Form that it detailing and the total additional cost entered into that line item's price.

6.4.1. Electronics Cost Summary

All Proposers must submit a Bill of Materials detail identifying, Part Number, Product Description, Quantities and Extended Cost. This will include "no cost" items also. If proposer is submitting installation and/or maintenance options, include this information.

Cost of Quotation Option for all campuses.

10 New campuses + Existing District wide = Total contract value.

DESCRIPTION	PRICE
Equipment Cost =	\$
Configuration Price =	\$
Installation Price =	\$
Maintenance Price =	\$
+Other Price (Shipping, Bond, Management, etc.) =	\$
-Other Price (Discounts, etc.) =	\$
Total Price =	\$

Description:	Current Purchase	Future Purchases	
Cisco Equipment Education Discount Rate:	<u>%</u>	0/_0	
Cisco SmartNet Education Discount Rate:	<u>%</u>	%	
Cisco Equipment Installation Labor Rates:	\$	\$	
(describe by aquinment type on senarate sheet if necessary)			

(describe by equipment type on separate sheet if necessary)

6.4.1.1. Electronics Cost Summary

Trovide Cost Elite fem Deuns for Other AEW Campus Electromes		
DESCRIPTION	PRICE	
Equipment Cost =	\$	
Configuration Price =	\$	
Installation Price =	\$	
Maintenance Price =	\$	
+Other Price (Shipping, Bond, Management, etc.) =	\$	
-Other Price (Discounts, etc.) =	\$	
Total Price 1 NEW Campus=	\$	

Provide Cost Line Item Details for ONE NEW Campus Electronics

<u>Provide Cost Line Item Details for ALL 10 NEW Campuses Electronics</u> (Above times 10)

DESCRIPTION	PRICE
Equipment Cost =	\$
Configuration Price =	\$
Installation Price =	\$
Maintenance Price =	\$
+Other Price (Shipping, Bond, Management, etc.) =	\$
-Other Price (Discounts, etc.) =	\$
Total Price for 10 NEW Campuses =	\$

DESCRIPTION	PRICE
Equipment Cost =	\$
Configuration Price =	\$
Installation Price =	\$
Maintenance Price =	\$
+Other Price (Shipping, Bond, Management, etc.) =	\$
-Other Price (Discounts, etc.) =	\$
Total Price for DISTRICT WIDE Campuses =	\$

Provide Cost Line Item Details for DISTRICT WIDE Campuses Electronics

6.4.1.2. Additional "Added Value" Service Cost Options

Price = \$			
Price = \$			
Price =\$			
Price =\$			

Other Proposal Criteria:

• Calendar days to complete projects with Project Plan and Calendar Total Project = _____ Days

7. General Terms and Conditions

(Items listed below do not necessarily apply to this bid/proposal. They are general terms and conditions, unless otherwise superseded by any supplemental specifications and/or special terms and conditions enclosed. The supplemental and/or special terms and conditions will supersede the general terms and conditions. The word "Proposal" may be substituted for "bid" throughout this document.)

- TAX EXEMPT Pasadena Independent School District hereby claims an exception from the payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas for the purchase of tangible personal property described on the face hereto and purchased from the vendor shown and is exempt from all taxes. Pasadena Independent School District is a political subdivision of the State. Tax Identification Number is 1-74-6001850.
- 2. **APPLICABILITY** These terms and conditions are applicable to and form a part of all contract documents, including purchase orders.
- 3. **STATUTES** All contracts and agreements between merchants and Pasadena Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code (UCC) as last amended.
- 4. GOVERNING LAW The parties agree that the laws of the State of Texas and the County of Harris shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from this quotation and/or bid offer. The parties agree that venue for any dispute affecting this Agreement or the obligations thereunder shall be in Harris County, TX.
- 5. **PATENT RIGHTS** The vendor shall indemnify and protect the District from any claim involving patent right or copyright infringement on goods supplied.
- 6. APPROPRIATED FUNDS For any fiscal year beginning September 1st, the District's obligation under any purchase order, contract or service agreement is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise until funds are made available to the District for this purchase order, contract, or service agreement and until vendor receives notice of such availability.
- VENDOR RESPONSIBILITY The District will not be responsible for any material being delivered or services performed without a purchase order signed by the Director of Purchasing or an authorized representative of the District.
- 8. SAMPLES Samples when required for submission, shall be delivered to the attention of the Director of Purchasing or designated representative, 1515 Cherrybrook Lane (or other specified street address), Pasadena, TX, 77502. Each sample MUST be clearly tagged showing the vendor name, address, product item number, and also must reference the Bid /CSP number if applicable, for which submitted. The District shall be the sole authority in evaluating and determining the suitability of all items. If requested, sample items shall be returned to the supplier. Supplier shall arrange and provide return transportation and prepay or accept return shipment, freight collect. Samples must be delivered free of charge, and those carelessly soiled in the process or spoiled by examination or testing will not be paid for by Pasadena Independent School District. The school district reserves the right to destroy samples when it is considered necessary for the purpose of testing. Samples not mutilated or destroyed will be returned to the bidder at their expense, if such return is requested.
- 9. FREIGHT TERMS All pricing shall include Freight Prepaid, F.O.B. Destination (Inside Delivery) Pasadena Independent School District, Pasadena, TX unless otherwise specified herein. Pricing shall include all shipping, handling, freight, and/or delivery charges. Unless specifically stated otherwise, all shipments MUST include "inside delivery". The only exception is shipments to the Central Warehouse (3131 Westside Drive). Other than the Central Warehouse, the District has no facilities for off-loading deliveries. "Dock Side" deliveries and/or deliveries requiring buyer unloading, except to 3131 Westside Drive or if specifically stated on the purchase order(s), will be refused. 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. TITLE DOES NOT TRANSFER TO THE SCHOOL DISTRICT UNTIL RECEIPT.

- 10. DELIVERY ON SCHEDULE All deliveries shall be to the site(s) specified in this request for proposal. The terms of this agreement are "no arrival, no sale." The vendor shall take the necessary actions to assure that orders are shipped promptly, to include partial shipments where appropriate. Delivery on schedule is critical to the success of this purchase order/contract. It is understood and agreed that the delivery date and/or date of installation is the seller's best offer. In its acceptance of any quotation offer, the District is relying on the promised delivery date and/or installation of material/services, unless otherwise indicated.
- 11. NOTIFICATION OF LATE DELIVERY Vendor(s) shall promptly notify the District's Purchasing Office when any single item/service cannot be delivered within the specified delivery time according to the purchase order/contract. If the Vendor is unable to provide the requested item/service within a mutually acceptable time, the District reserves the option to purchase the outstanding item(s)/service(s) from an alternate source. A vendor who fails to make delivery according to terms of the contract may be liable for actual damages suffered by the District.
- 12. **ORDER STATUS -** Vendors should keep the District advised of the status of orders, as failure to meet delivery dates may result in removal from the bidder's list and cancellation of orders.
- 13. **INSIDE DELIVERY -** Inside delivery shall be made during normal work hours (8:30 A.M. 2:30 P.M.) unless prior approval has been obtained from the district or otherwise specified under special terms and conditions. It is important that vendors understand that the district cannot and will not accept tailgate deliveries at district installation entrances, unless specified otherwise on the purchase order.
- 14. **INSPECTION** All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified or substituted without prior approval of the Receiving and the Purchasing Departments. Delivery of purchases in good condition will be the vendor's responsibility and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier.
- 15. ALTERNATES Brands of EQUAL quality or type are acceptable. Pasadena Independent School District reserves the right to make the final decisions as to comparable items listed. Be very certain that items upon which you bid are EQUAL to items listed. Materials which are not equal will be returned to the supplier transportation charges collect. Any "Equal To" bid must be clearly identified on the bid submitted and noted on the Deviation Form. If bidder takes no exception to specifications, the exact items specified must be supplied.
- 16. CHANGES No substitution of materials or extra charges of any kind or change in, cancellation of, waiver of, or exception to any of the Terms or Specifications of any purchase order, contract, or service agreement will be recognized unless authorized, in writing, by the Director of Purchasing or other authorized representative of the District.
- 17. WARRANTY Equipment shall be new and the latest model. Warranty period shall be a minimum of 12 months or manufacturer's maximum standard warranty, whichever is greater. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void 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 samples furnished by seller, if any. In the event of a conflict between the specification, drawings, and descriptions, the specifications shall govern.
- 18. SUPPLIER'S WARRANTY RESPONSIBILITY The successful vendor(s) is ultimately responsible for and must assure the District that any warranty service shall be performed to the satisfaction of the District, regardless of whether the successful vendor or his/her agent performs the warranty work. If there is a question of whether it is the responsibility of the successful vendor or the manufacturer to repair a given defect, then it shall automatically become the successful vendor's responsibility to see that the repair(s) is made to the satisfaction of the District.
- 19. WARRANTY WORK AND GENERAL TERMS OF WARRANTIES The District's purchase order(s) will be issued to the successful vendor(s). The successful vendor(s) has the ultimate responsibility of insuring the delivery of complete, full functioning products that meet the District's specifications in all details and are free of defects in materials and workmanship. The products are warranted against defects in materials and workmanship by the manufacturing company(ies)/successful vendors.

- 20. DEFECTIVE WORKMANSHIP If defective workmanship and/or materials are found after acceptance and payment has been made, the supplier shall replace/repair the defective component(s), as required, at his/her own cost, within a reasonable amount of time (normally 10 working days), and at no extra cost to the District.
- 21. **PENALTIES** Upon refusal of the successful vendor to make satisfactory and timely adjustment(s), the District reserves the right to claim and recover from said successful vendor, by due process of law, such sums as may be sufficient to correct the error or make good the defect in material and/or workmanship.
- 22. **PAYMENT TERMS** The District shall pay all undisputed invoices for accepted merchandise and/or services within 30 days of delivery or acceptance and receipt of itemized invoice, whichever comes later. Delivery of all orders should be completed within 90 days from the purchase order issue date.
- 23. INVOICING REQUIREMENTS All invoices shall include the following: Purchase Order Number; Invoice Date; Name of Company; Brief description of the item; quantity; unit price; extended price; complete mailing address and telephone number; any other substantiating documentation or information as required by the purchase order.
- 24. **PURCHASE ORDER NUMBERS** The Purchase Order Number must be included on all invoices, packing slips, etc. Prices listed on invoice(s) must agree with signed bid document submitted by company.
- 25. MATERIAL SAFETY DATA SHEETS (MSDS) The Federal Government requires that the District obtain current and accurate Material Safety Data Sheets for each product which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The vendor must furnish these sheets on all applicable items with the initial delivery of each item to each delivery location and/or warehouse.
- 26. **ASBESTOS OR PCB'S -** No asbestos in any form or PCB's may be used in the manufacture or processing of any product purchased by this school district. If any product called for by name in this specification should contain any asbestos material or PCB's, the supplier must notify the Director of Purchasing immediately for the name of a suitable substitute asbestos free product.
- 27. 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 (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable number of days, correction(s) will be made by the Buyer at Seller's expense.
- 28. NON-WAIVER Failure of the District to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by Law or to properly notify successful vendor in the event of breach, or the acceptance of or payment for any goods hereunder shall not release successful vendor from any of the warranties or obligations or any purchase order, contract or service agreement, and shall not be deemed to waiver any right of the District to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of a purchase order, contract or service agreement by the District operate as a waiver of any of the terms hereof.
- 29. PACKAGED GOODS Vendor 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. 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with 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.
- 30. **SHIPMENT UNDER RESERVATION PROHIBITED** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

- 31. FORCE MAJEURE If by reason of Force Majeure, either party hereto 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 a reasonable time 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, act 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; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.)
- 32. ASSIGNMENT DELEGATION The Contractor shall not sub-contract, sell or in any way transfer or assign its rights and responsibilities under this contract to any person or Corporation without prior written approval of Pasadena Independent School District.
- 33. ADVERTISING Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 34. **NEW PRODUCTS** New products or products in the same commodity class, not covered in the original bid, may be added to this contract under equal pricing terms and conditions at the discretion of the District by means of a written addendum, negotiated and signed by the District and the successful Vendor. In the event the successful Vendor and the District cannot agree on an addendum, the District shall have the option to purchase items not listed from alternate sources.
- 35. AUDIT The District reserves the right to audit any sales transaction pertaining to any Purchase Order(s) arising from this proposal at the successful vendor's place of business during normal business hours. The District shall have access to any/all records, books, files, etc., relative to any order(s) arising from this proposal.
- 36. **PROPOSAL FORMAT** Proposals shall be submitted on the forms and in the format provided. PROPOSALS SUBMITTED, NOT IN THE DISTRICT'S FORMAT, WITHOUT ALL REQUIRED SUBMISSIONS AND/OR WITHOUT REQUIRED SIGNATURES ARE SUBJECT TO DISQUALIFICATION. Supplemental information and/or pages may be attached where necessary for clarification.
- 37. AWARDS This proposal shall be awarded to the successful Vendor(s) by confirmation letter. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the District's Purchasing Office after this proposal has been awarded. <u>NOTE</u>: The District reserves the right to award contracts for any, all, or none of the parts and/or items of this proposal request.
- 38. EVALUATION CRITERIA In evaluating qualified proposals the following considerations shall be taken into account for award recommendations: price; long term cost; quality; vendor reputation; the needs of the school district; past relationship with vendor; impact on the district's ability to comply with laws and rules relating to historically under-utilized businesses; and any other relevant factor specifically listed in this bid request. Some of these factors are: past experience with vendor; estimated time of completion of purchase orders; vendor's ability to deliver goods ordered by district in a timely manner with minimum substitutions or cancellations as demonstrated on previous orders. THE DISTRICT DOES NOT PURCHASE ON PRICE ALONE.
- PROPOSAL VALIDITY PERIOD Unless specifically noted as an exception, proposals must be valid for acceptance for a minimum of ninety (90) days from the bid opening date and pricing must be firm through delivery.

- 40. **NON-EXCLUSIVE AWARD** Except as noted in SPECIAL TERMS AND CONDITIONS, proposal award(s) resulting from this request is (are) **NOT EXCLUSIVE AGREEMENTS** to purchase. The District reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the District, are necessary and in the best interest of the District.
- TIE PROPOSALS Consistent and continued tie proposals on any commodity may be cause for rejection by the District of all proposals and/or investigation by the Attorney General of Texas for possible violation of anti-trust statutes.
- 42. **EXCEPTIONS** Any exceptions taken to the terms and conditions of this proposal request must be clearly stated, in writing, and MUST BE LISTED ON THE DEVIATION FORM.
- 43. **PROGRESS REPORTS -** When applicable and as requested by the District, successful Vendors will provide regular periodic detailed forecasts and progress reports to include unpriced copies of purchase orders to sub-suppliers for materials, equipment and/or services covered by the terms and conditions of this proposal request or any purchase order arising therefrom.
- 44. **CERTIFICATIONS –** VENDOR INFORMATION SHEET/NOTICE OF NO SUBMISSION, RESIDENT/NON-RESIDENT CERTIFICATION, FELONY CONVICTION NOTIFICATION CERTIFICATE, NON-COLLUSIVE PROPOSAL CERTIFICATE, REFERENCES, CLEAN AIR AND WATER ACT, U.S DEPARTMENT OF AGRICULTURE, DEBARMENT AND SUSPENSION, DISCLOSURE OF LOBBYING ACTIVITIES, and DEVIATION FORM are required submissions by all Vendors. Failure to complete and submit all of these documents shall make the vendor's submission subject to less favorable consideration or disqualification.
- 45. **PLEASE NOTE CAREFULLY** In quoting, give complete information in space(s) provided, otherwise your quotation and/or bid offer may be given NO CONSIDERATION. Failure to manually sign bid will disqualify bid. Person signing bid should show title and authority to bind their firm to a contract. Obligations assumed by such signature must be fulfilled.
- 46. **INDEMNIFICATION** Successful Vendor(s) shall indemnify and save harmless Pasadena Independent School District from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action of any and every nature whatsoever, arising out of, resulting from, or in any manner connected with or concerning the performance of the work hereunder, and the contractor hereby agrees to defend any and all such actions brought against Pasadena Independent School District for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by Pasadena Independent School District, and/or by reason of any such suit or suits.
- 47. EQUAL EMPLOYMENT OPPORTUNITY All Vendors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60). No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, gender, national origin, age, handicap, or political application or belief.
- 48. **CANCELLATION -** Cancellation of this contract may take place if any of the following conditions are observed:
 - The Successful vendor proceeds in a manner that does not comply with the contract.
 - The Successful vendor does not carry out the provisions of this contract in its true intent and meaning as indicated in the scope of work.
 - Prior to contract cancellation, the Successful Vendor will be served written notice to provide satisfactory compliance with the contract without penalty. If the vendor neglects or refuses to follow such notice within thirty (30) days, the District may cancel the contract and Successful Vendor may be held liable for any loss or expense sustained by the District as a result of Successful Vendor's failure to conform to this contract. If at any time during the term of the contract it is cancelled, the District reserves the right to offer award of the remainder of the contract to the next lowest qualified Vendor(s) meeting specifications.
 - The successful vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have lawfully or in equity.

49. DISTRICT OPTIONS -

- The District reserves the right to cancel a contract with thirty (30) days written notice if the vendor's products and/or services do not perform satisfactorily and/or in accordance with the contractual terms, or in cases of unacceptable price escalation.
- 50. **MANUFACTURER'S REFERENCE OR BRAND NAMES** Manufacturer's reference or brand name used in this bid request is descriptive not restrictive. It is intended to indicate type, function, minimum standard of design, efficiency and quality desired. Bidders shall indicate the manufacturer's brand, product number, and catalog number of the item (along with the page number it can be found on) that is being bid.
- 51. **PRICING DISCREPANCIES -** Sums of money shall be indicated both by Unit Price and Total Extended Amount. In case of discrepancy, the Unit Price will govern.
- 52. **PLEASE NOTE CAREFULLY** Bids submitted must be sealed and plainly marked with the Bidder's Name, Address, City, State and Zip Code, BID NUMBER, Opening Date and Time. Faxed Bids will not meet this requirement and will NOT be accepted.
- 53. **LATE BID** Bids received later than the time and date specified, whether delivered in person or mailed, shall be returned unopened.
- 54. **BID OPENING LOCATION** Bidders are invited to be present at the opening of the bids on the date and time specified herein:

Purchasing Department Pasadena Independent School District 1515 Cherrybrook Lane, Suite B-107 Pasadena, TX 77502

- 55. **BID SUBMISSION -** ALL BIDS SHALL BE DEEMED FINAL, CONCLUSIVE AND IRREVOCABLE, AND NO BIDS SHALL BE SUBJECT TO CORRECTION OR AMENDMENT FOR ERRORS OR MISCALCULATIONS BY THE BIDDER. ANY SPECIAL CONDITIONS OR QUALIFICATIONS CONCERNING PRICE, DELIVERY, ETC. OF BID ITEMS MUST BE NOTED ON THE DEVIATION FORM.
- 56. RIGHTS OF THE DISTRICT -Pasadena Independent School District reserves the right to accept or reject any or all quotations and/or bids, and waive all informalities and irregularities and to accept or reject each item separately or as a whole, whatever is deemed most advantageous to the District. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any quotation offer. By submitting a bid, the vendor agrees to waive any claim that it might have against the District regarding any claim made in connection with the administration, evaluation, or recommendation of any bid.
- 57. INSURANCE Successful Vendor, as a part of his/her proposal, shall provide proof of insurance showing, as a minimum, the coverage listed below. The Contractor shall not commence any portion of the work under this contract until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the contract documents.

Comprehensive General Liability: \$500,000 each person **Bodily Injury Liability** \$1,000,000 each occurrence Property Damage Liability \$100,000 each occurrence Workmen's Compensation: * AS STATUTORY PROVISIONS REQUIRE *If vendors company does not provide Workman's Compensation, a letter explaining alternate benefits should be included with the proposal. Automobile Liability Insurance: Comprehensive Automobile Liability \$500,000 each person **Bodily Injury Liability** \$1,000,000 each occurrence Property Damage Liability \$100,000 each occurrence Umbrella Liability:

Minimum Limits Bodily Injury Liability Excess

\$1,000,000 each occurrence \$1,000,000 aggregate

\$1,000,000

Coverage shall include:

- a. Waiver of subrogation endorsement in favor of the District and its Agents.
- b. Thirty (30) day written notice of cancellation or material change endorsement in favor of the District and its Agents.
- The District shall be named as additional insured on the successful vendor's policy(ies). C.

Contractor Agreement:

The contractor shall carry at his own expense Workmen's Compensation, or equivalent coverage, and Employer's Liability, Comprehensive General Liability including Contractual Liability, Products Liability, and Automobile Liability in acceptable licensed companies.

Contractor hereby agrees to indemnify and save harmless Pasadena Independent School District from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action of any and every nature whatsoever, arising out of, resulting from, or in any manner connected with or concerning the performance, of the work hereunder, and the contractor hereby agrees to defend any and all such actions brought against Pasadena Independent School District for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by Pasadena Independent School District, and/or by reason of any such suit or suits.

Certificates of Insurance

INSURANCE CERTIFICATES - Submit copies of coverage requested with proposal.

The successful vendor shall furnish to the District Certificates of Insurance showing evidence of coverages required above prior to beginning work under this contract. Such certificates shall include that policies will not be reduced or canceled without thirty (30) days prior written notice to the District. The required insurance must be written by a company licensed to do business in the state of Texas at the time the policy is issued. The insurance company must be acceptable to the District.

Coverage shall include:

- a. Waiver of subrogation endorsement in favor of Pasadena Independent School District/Agents;
- b. Thirty (30) day written notice of cancellation or material change endorsement in favor of Pasadena Independent School District/Agents:

c. Pasadena Independent School District/Agents to be named as additional insured on successful vendor's policy.

WORKER'S' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE as required under the laws which apply to the work the vendor/contractor's employees are engaged in [WORKERS' COMPENSATION INSURANCE - Reference 28 TAC 110.110(C)(7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096].

8. Signed Notice Forms

INCLUDE WITH PROPOSAL

I affirm, to the best of my knowledge, this proposal has been arrived at independently and is submitted without collusion with anyone.

I hereby certify that this proposal is prepared and submitted in accordance with the terms and conditions specified in the Request For Proposal Document.

Disclosure: Please list below any owner or employee who is a PISD Board member, related to a Board member, or is an employee of PISD.

Name	_ Relationship to PISD
Signature:	
Name of Authorized Representative (Printed/	Typed)
Company/Organization	
Mailing Address	
Phone Number	Fax Number

REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION

COMPLETE USING TYPEWRITER OR BALLPOINT PEN ONLY.	ASADENA	INDEPENDENT SCHOOL DISTRICT	Direct All Ir Pasadena Ir School Purchasing I	ndependent District
(All changes must be crossed out and initialed in ink)	Pasadena, ⁻	1515 Cherrybrook Lane Pasadena, Texas 77502 PHONE: 713-740-0196 FAX: 713-740-4033		Angela Eng

VENDOR INFORMATION

TYPE OF PROCUREMENT: **CSP #16-011, TITLE: NETWORK ELECTRONICS**. PROPOSALS WILL BE ACCEPTED UNTIL: 2:00 PM ON DECEMBER 18, 2015 at the Central Administration Building, B-107, Purchasing Department, Attn: Bid Clerk, 1515 Cherrybrook Lane, Pasadena, Texas 77502, at which time they will be publicly opened and read. Proposals may not be withdrawn after opening. Procurement results will become available seven business days after approval by the Board of Trustees.

Vendor Offers (original and three copies – please mark copy "COPY") must be in a sealed opaque envelope, plainly marked on the outside with PROPOSAL NAME, PROPOSAL NUMBER, AND DATE. Faxed proposals will NOT be accepted. Offer received after the specified time shall not be considered. Late mail deliveries will be returned unopened. U.S. Mail is not delivered to the District until after 11:00 a.m. daily.

PLEASE TYPE OR PRINT VENDOR IDENTIFICATION	I DATA				
LEGAL NAME OF VENDOR					
NAME OF AUTHORIZED REPRESENTATIVE TITLE					
REPRESENTATIVE E-MAIL ADDRESS	(COMPANY WEBSITE ADDRESS			
TYPE OF BUSINESS (CHECK ALL THAT APPLY):	☐ Manufacturing, ☐ Broker, ☐ Franchise,	Distributor, Wholesale, Retail, Service Construction, Other:			
ORDER PLACEMENT/BID REQUEST ADDRESS:					
ADDRESS:	CITY	STATE			
ZIP CODE	PHONE #	FAX #			
PAYMENT REMITTANCE/MAILING ADDRESS:					
ADDRESS	CITY	STATE			
ZIP CODE	PHONE #	FAX #			
Check one of the following blanks which apply to your company: I certify that my company is certified by the State of Texas as a Historically Underutilized Business (HUB). (It is vital to be truthful in all documents provided for HUB certification. It is a state jail felony under Texas Penal Code §37.10 to knowingly provide false information in an application for HUB certification.)					
I am a Historically Underutilized B	usiness (HUB)				
I am not a Historically Underutilize	ed Business (HUB				
VENDOR CERTIFICATION AND IDENTIFICATION I certify that I have carefully examined the Notice to Bidders, Scope of Proposal, Specifications, Conditions, General Terms and Conditions, Certifications, Proposal Sheets, and attachments. I agree to furnish supplies and/or services in strict compliance with the specifications and conditions contained in this document.					
SIGNATURE OF AUTHORIZED REPRESENTATIVE: DATE:					

THIS PAGE MUST BE RETURNED WITH PROPOSAL

☑ REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL

CERTIFICATIONS

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

1. RESIDENT / NONRESIDENT CERTIFICATION

RESIDENT VENDOR - I certify that my company is a "resident vendor." VES NO

NONRESIDENT VENDOR - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas

2. FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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." This Notice Is Not Required of a Publicly Held Corporation. Check the appropriate box and sign in the space provided below.

My firm is a Publicly Held Corporation; therefore, this reporting requirement is not applicable.

My firm is not owned or operated by anyone who has been convicted of a felony.

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

Name of Felon:

3.

Brief Details of Conviction(s)

NON-COLLUSIVE BID/PROPOSAL CERTIFICATE

By submission of this bid or proposal, the Bidder/Vendor certifies that: (a) The bid or proposal has been independently arrived at without collusion with any other Bidder/Vendor or with any competitor; (b) The bid or proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other Bidder/Vendor, competitor or potential competitor; (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Bidder/Vendor as well as to the person signing in its behalf.

I (WE) THE UNDERSIGNED, AGENT FOR THE FIRM, NAMED BELOW CERTIFY THAT <u>ALL</u> OF THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

Organization Name			
Name and Title of Authorized Representative			
Original Signature	Date		
THIS PAGE MUST BE RETURNED WITH PROPOSAL			

☑ REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

4. REFERENCES

List references of schools and businesses that have utilized your company and can address your performance. All references shall have current addresses, phone numbers and names of contact people.

NAME	CITY / STATE	PHONE NUMBER	CONTACT PERSON
•			
•			
•			

5. QUESTIONNAIRE

a) Is there any litigation pending against your organization? If yes, explain.

b) List other trade names by which your company has been known (DBA / AKA).

6. CLEAN AIR & WATER ACT CERTIFICATION

I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

Organization Name

Name and Title of Authorized Representative

Original Signature

Date

THIS PAGE MUST BE RETURNED WITH PROPOSAL

Instructions For Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

■1. By signing and submitting the form on the attached page, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

■2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

■3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

■4. The terms "covered transaction," "debarred," "suspended," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

■5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

■6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

■7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

■8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

■9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN DISQUALIFICATION OF PROPOSAL.

7. U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

8. CERTIFICATION REGARDING LOBBYING

Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) <u>If any funds other than Federal appropriated funds have been paid or will be paid to any person for</u> influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit <u>Standard Form-LLL</u>, **SF-LLL**"<u>Disclosure of Lobbying Activities</u>" Form in accordance with its instructions (see following page).

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

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Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the Initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is an/or has been secured to influence the outcome of a covered Federal Action.
- 2. Identify the status of the covered Federal Action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal Agency making the award or loan commitment. Include at least one
 organizational level below agency name, if known. For example, Department of Transportation, United States
 Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Competitive Sealed Proposal (CSP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "CSP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contact or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C 20503.

REQUIRED FORM – RETURN THIS PAGE AS PART OF PROPOSAL FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

9.	9. DISCLOSURE OF LOBBYING ACTIVITIES					
	Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See previous page for disclosure regarding public reporting burden)					
	(See previous)	page for disclosure regardi	ng public	Approved by OMB 0348-0046		
1. Types of F	ederal Action:	2. Status of Federal Action:		3. Report Type:		
a. contract grant c. cooperative agreement d. loan e. loan guarantee			cation	a. initial filing b. material change For Material Change Only: year quarter		
	loan insurance d Address of Reporting Enti	tv/	5	date of last report f Reporting Entity in No. 4 is Subawardee,		
Prime	□ Address of Reporting End □Subawardee	ty		er Name and Address of Prime:		
	Tier, <i>if known</i>					
Congressior	nal District, <i>if known:</i>		Cor	ngressional District, if known:		
6. Federal D	epartment/Agency:		7. F	Federal Program Name/Description:		
				DA Number, <i>if applicable</i> :		
8. Federal A	ction Number, if known:		9. A	Award Amount, if known:		
			\$			
10. a. Name name, MI):	10. a. Name and Address of Lobbying Entity(<i>if individual, last name, first name, MI</i>):			t b. Individuals Performing Services(<i>including</i> address if different from No. 10a) (last name, first name, MI):		
	(attac	h Continuation Sheet(s) SF-L	LL-A, if r	necessary)		
11. Amount	of Payment (check all that a	apply):	13.	13. Type of Payment (check all that apply):		
\$	actual 🛛 🗆 planne	ed		□ a. retainer □ b. one-time fee		
	payment (check all that app			□ c. commission		
□ a. cas □ b. in-k	sn kind; specify: nature			 □ d. contingent fee □ e. deferred 		
				I. other; specify:		
	scription of Services Perfor or Payment Indicated in Iter		Date(s) o	of Service, including officer(s), or Member(s)		
	(attac	ch Continuation Sheet(s) SF-L	LL-A, if r	necessary)		
15. Continua	ation Sheet(s) SF-LLL-A:	□ Yes □ No				
1.31 LLS C. Soction 1352. This disclosure of lobbying activities is a L		Print Na	Signature: Print Name:			
will be reported to the Congress semi-annually and will be available		Title:				
	and not more than \$100,000 for each such failure.					
Federal Use	e Only:		Authoriz	ed for Local Reproduction Standard Form - LLL		
	THIS PAGE M	UST BE RETURNED		PROPOSAL		

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DEVIATION FORM

You must list by item any and all deviations from the proposal specifications, requirements, and/or terms and conditions. (Use additional copies of this form if more room is needed.)

Organization Name

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W-9 FORM

http://www.irs.gov/pub/irs-pdf/fw9.pdf

Departm	W-9 betober 2007) ant of the Treasury Revenue Service	Request fo Identification Numb	er Taxpayer er and Certificatio	n	Give form to the requester. Do not send to the IRS.
cá.	Name (as shown on y	our income tax return)			
	Business name; if diff	erent from above			
Print or type Specific Instructions on page	Limited liability co	x: Individual/Sole proprietor Corporation ompany. Enter the tax classification (Dedisregarded		.	Exempt payee
Instru	Address (number, stre	set, and apt. or suite no.)	Request	er's name and a	ddress (optional)
pecific	City, state, and ZIP of	ode			
S00 S	List account number(é here (optional)			
Part	Taxpaver	Identification Number (TIN)			
Enter backu alien,	your TIN in the appro p withholding. For in sole proprietor, or dis	poriate box. The TIN provided must match the dividuals, this is your social security number (pregarded entity, see the Part I instructions on number (EIN). If you do not have a number,	SSN). However, for a resident page 3. For other entities, it is	Social secu	rity number
	If the account is in n er to enter.	nore than one name, see the chart on page 4	for guidelines on whose	Employer id	lentification number
Part		on		d	
	penalties of perjury.				
3. I a Certifi withho For mi arrang	m a U.S. citizen or o loation instructions. kiding because you h ortgage interest paid ement (IRA), and ger	o longer subject to backup withiholding, and ther U.S. person (defined below). You must cross out item 2 above if you have ave failed to report all interest and dividends a coguisition or abandonment of secured prop herally, payments other than interest and divid ise the instructions on page 4.	on your tax return. For real estat erty, cancellation of debt, contrit	e transactions outions to an i	, item 2 does not apply. ndividual retirement
Sign Here	Signature of U.S. person ►		Date ►		
Gen	eral Instruct	tions	Definition of a U.S. perso	n. For feder	al tax purposes, you are
Sectio	on references are to	the Internal Revenue Code unless	considered a U.S. person if	The second second second	1.C. resident alles
Pur	vise noted.		 An individual who is a U. A partnership, corporatio organized in the United Sta States. 	n, company,	or association created or
IRS m to rep transa	ort, for example, in ort, for example, in octions, mortgage in	to file an information return with the rect taxpayer identification number (TIN) come paid to you, real estate terest you paid, acquisition or	 An estate (other than a fe A domestic trust (as defined and a domestic trust) (as defined and a domestic trust). 		
contril Use reside reque	butions you made to Form W-9 only if y int alien), to provide sting it (the request	property, cancellation of debt, or o an IRA, you are a U.S. person (including a your correct TIN to the person er) and, when applicable, to: you are giving is correct (or you are	Special rules for partnersi trade or business in the Un pay a withholding tax on ar from such business. Furthe has not been received, a p a partner is a foreign person	ited States an ny foreign par r, in certain c artnership is r	e generally required to tners' share of income ases where a Form W-9 equired to presume that
vaitin	g for a number to b		Therefore, if you are a U.S. person that is a partner partnership conducting a trade or business in the U		is a partner in a ass in the United States,
exemp U.S. p a U.S.	pt payee. If applicat serson, your allocab trade or business	m backup withholding if you are a U.S. ole, you are also certifying that as a le share of any partnership income from is not subject to the withholding tax on effectively connected income.	status and avoid withholdin income. The person who gives Fo purposes of establishing its	ig on your sh orm W-9 to th i U.S. status i	are of partnership e partnership for and avoiding withholding
Note.	If a requester gives	s you a form other than Form W-9 to st use the requester's form if it is	on its allocable share of ne conducting a trade or busin following cases:	wess in the Ur	nited States is in the
	and surney in an		 The U.S. owner of a disr 	egarded entity	y and not the entity,

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

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NOTICE OF NO-SUBMISSION

VENDOR NAME:	
-	

ADDRESS:_____

CITY/ STATE: _____

ACKNOWLEDGMENT

If you do not wish to submit a bid/proposal at this time, please return this page acknowledging receipt of our bid/proposal request. Please list the reasons for your no bid in the spaces provided.

PLEASE NOTE:

If your company DOES NOT respond to our bid/proposal, please return this acknowledgment to avoid being removed from our bid list.

SIGNATURE

DATE

TITLE

RETURN THIS PAGE IF NOT SUBMITTING A PROPOSAL

Instructions to School District Contractors/Subcontractors Regarding Criminal History Background Searches Under Senate Bill 9

Senate Bill 9 directs school district contractors/subcontractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas-FACT). In order for contractors/subcontractors to receive the information through FACT, they must first contact DPS for FACT clearinghouse access. The contractor/subcontractor must sign all appropriate agreements with DPS. To obtain the agreements and more information, please contact:

Access and Dissemination Bureau

Texas Department of Public Safety

Crime Records Service

P.O. Box 149322

Austin, TX 78714-9322

Email: FACT@txdps.state.tx.us

Phone: (512) 424-2474 Option #2

For faster service, please email or call. Identify in the message that you are a school district contractor or subcontractor. Please include:

Contact Name Contact Phone Number Contact Email Address

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual.

<u>PLEASE NOTE:</u> After you sign the DPS User Agreement for FACT, DPS will provide you a FAST Fingerprint Pass that you will have to provide to your employees and applicants. Your employees and applicants will use the FAST Fingerprint Pass when scheduling their FAST fingerprinting.

Network Electronics

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY SERVICE CONTRACTOR

Certifying Affidavit submitted to:

Name of School District: PASADENA INDEPENDENT SCHOOL DISTRICT

Mailing Address:

1515 Cherrybrook, Suite B-107 Pasadena, Texas 77502

Project:

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to Pasadena Independent School District (the "District") that such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees of the contracting firm hired *before January 1, 2008,* who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the contracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(2) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to the District, that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees of the contracting firm hired *on or after January 1, 2008,* who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students. The undersigned further certifies that no employees of the contracting firm, who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(3) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future independent contractor, no present or future

employee or independent contractor of any subcontractor of the contracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been reviewed, cleared and certified, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the contracting firm will immediately remove or cause the removal of such employee from the Project and notify the District.

(5) Furthermore, if requested by the District, the name, driver's license number, and any other national criminal history information of any person on the Project will be submitted to, and subject to periodic review by, the District.

_____, being duly sworn, affirms and certifies that

he/she is the _____ (position) of

(contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, _____,

Notary Public _____ State of _____,

My Commission expires _____

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY SERVICE SUBCONTRACTOR

Certifying Affidavit submitted to:

Name of School District: PASADENA INDEPENDENT SCHOOL DISTRICT

Mailing Address:

1515 Cherrybrook, Suite B-107

Pasadena, Texas 77502

Project:

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the subcontracting firm identified below, swears and affirms to Pasadena Independent School District (the "District") and to the contractor identified above that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees of the subcontracting firm who (i) have or will have continuing duties related to the subcontracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the subcontracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(2) The undersigned representative, on behalf of the subcontracting firm identified below, swears and covenants that no present or future employee of the subcontracting firm, no present or future independent contractor, no present or future employee or independent contractor of any sub-subcontractor of the subcontracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been reviewed, cleared and certified, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(3) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the subcontracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the subcontracting firm will immediately remove or cause the removal of such employee from the Project and notify the District.

(4) Furthermore, if requested by the District, the name, driver's license number, and any other national criminal history information of any person on the Project will be submitted to the District.

 being	duly sworn,	affirms and	certifies that

he/she is the _____ (position) of

_____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, _____.

Notary Public ______ State of _____,

My Commission expires _____

PASADENA INDEPENDENT SCHOOL DISTRICT CONFLICT OF INTEREST DISCLOSURE STATEMENT

Pasadena Independent School District (PISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with PISD or who seeks to do business with PISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- i. If the vendor has an employment or other business relationship with a local government officer of PISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- ii. If the vendor has given a local government officer of PISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- iii. If the vendor has a family relationship with a local government officer of PISD.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

"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 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. *Texas Local Government Code* 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

• PISD Board of Trustees include:

Mariselle Quijano, PresidentVickie Morgan, Vice PresidentMarshall Kendrick, SecretaryNelda Sullivan, Assistant Secretary• Current local government officers include:Karen HickmanAlyta HarrellDeeAnn PowellRhonda ParmerRenea Ivy-SimsBarbara FuquaSteve LaymonGloria GallegosTroy McCarleyKeith Palmer

Jack Bailey, Member Fred Roberts, Member Kenny Fernandez, Member Dr. Kirk Lewis, Superintendent

> John Piscacek Kevin Fornof Jodie Kennemer Steve Wentz

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE FORMCIQ	
For vendor or other person doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICEUSEONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received
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 person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.	
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
1 Name of person who has a business relationship with local αovernmental entitv.	
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 the originally filed questionnaire becomes incomplete or inaccurate.)	
3	,
Name of local government officer with whom filer has employment or business relationship.	
Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?	
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?	
Yes No	
D. Describe each employment or business relationship with the local government officer named in this section.	
4	
Signature of person doing business with the governmental entity Date	

Appendix: Table: CAMPUS LOCATIONS

https://www1.pasadenaisd.org/UserFiles/Server_80688/File/Calendars%20and%20Maps/DistrictMap_2015-16_Update81715.pdf

- 1. Atkinson, 9602 Kingspoint Rd., Houston, TX. 77075
- 2. Bailey, 2707 Lafferty Rd., Pasadena, Tx. 77502
- 3. Burnett, 11825 Teaneck Dr., Houston, Tx. 77089.
- 4. Bush, 9100 Blackhawk Blvd., Houston, Tx. 77075
- 5. Fisher, 2920 Watters Rd., Pasadena, Tx. 77502
- 6. Frazier, 10503 Hughes Rd., Houston, Tx. 77089.
- 7. Freeman, 2323 Theta St., Houston, Tx. 77034.
- 8. Gardens, 1105 East Harris, Pasadena, Tx. 77506
- 9. Garfield, 10301 Hartsook St., Houston, Tx. 77034 .
- 10. Genoa, 12900 Almeda Genoa Rd., Houston, Tx. 77034 .
- 11. Golden Acres, 5232 Sycamore, Pasadena, Tx. 77503.
- 12. Jensen, 3514 Tulip, Pasadena, Tx. 77504
- 13. Jessup, 9301 Almeda Genoa Rd., Houston, Tx., 77075 .
- 14. Kruse, 400 Park Lane, Pasadena, Tx. 77506.
- 15. Matthys, 1500 Main St., South Houston, Tx. 77587.
- 16. McMasters, 1011 Bennett Dr., Pasadena, Tx. 77503
- 17. Meador, 10701 Seaford Dr., Houston, Tx. 77089.
- 18. Moore, 8880 Southbluff, Houston, Tx. 77089.
- 19. Morales, 305 W. Harris, Pasadena, Tx. 77506.
- 20. Parks, 3302 San Augustine, Pasadena, Tx. 77503
- 21. Pearl Hall, 1504 9th St., South Houston, Tx. 77587.
- 22. Pomeroy, 920 Burke Rd., Pasadena, Tx. 77506.
- 23. Red Bluff, 416 Bearle St., Pasadena, Tx. 77506
- 24. Richey, 610 South Richey, Pasadena, Tx. 77506.
- 25. Smith, L.F., 1401 Avenue A., South Houston, Tx. 77587.
- 26. Smythe, Mae, 2202 Pasadena Blvd., Pasadena, Tx. 77502.
- 27. South Belt, 1801 Riverstone Ranch Dr., Houston Tx. 77089
- 28. South Houston, 900 Main St., South Houston, Tx. 77587
- 29. South Shaver, 200 West Ave., Pasadena, Tx. 77502
- 30. Sparks, 2503 E. Southmore, Pasadena, Tx. 77502
- 31. Stuchbery, 11210 Hughes Rd., Houston, Tx. 77089.
- 32. Teague, 4200 Crenshaw, Pasadena, Tx. 77504.
- 33. Thomas Hancock, 9604 Minnesota, Houston, TX 77034 (Fall 2016)
- 34. Turner, 4333 Lily, Pasadena, Tx. 77505
- 35. Williams, 1522 Scarborough Ln., Pasadena, Tx. 77502
- 36. Young, 4221 Fox Meadow Ln., Pasadena, Tx. 77504
- 37. DeZavala, 101 E. Jackson, Pasadena, Tx. 77506.
- 38. Fred Roberts, 13402 Conklin Lane, Houston Tx. 77034

- 39. Keller, 1711 Magnolia Dr., Pasadena, Tx. 77503.
- 40. Lomax, 1519 Genoa Red Bluff, Pasadena, Tx. 77504.
- 41. Marshall Kendrick, 3000 Watters Rd., Pasadena Tx. 77502
- 42. Melillo, 9220 Hughes Rd., Houston, Tx. 77089
- 43. Milstead, 338 Gilpin, Houston, Tx. 77034.
- 44. Morris, 10415 Fuqua, Houston, Tx. 77089.
- 45. Nelda Sullivan, 1112 Queens Rd., Houston, Tx. 77502(Fall 2016)
- 46. Schneider, 8420 Easthaven, Houston, Tx. 77587
- 47. Shaw, 1201 Houston Ave., Pasadena, Tx. 77502
- 48. Beverly Hills, 11111 Beamer Rd., Houston, Tx. 77089.
- 49. Bondy, 5101 Keith Road, Pasadena, Tx. 77505.
- 50. Jackson, 1020 East Thomas, Pasadena, Tx. 77506.
- 51. Miller, 1002 Fairmont Pkwy., Pasadena, Tx. 77504.
- 52. Park View, 3003 Dabney, Pasadena, Tx. 77502.
- 53. Queens, 1452 Queens Rd., Houston, Tx. 77017.
- 54. San Jacinto, 3600 Red Bluff Rd., Pasadena, Tx. 77503
- 55. South Houston, 900 College Ave., South Houston, Tx. 77587.
- 56. Southmore, 2000 Patricia Ln., Pasadena, Tx. 77502
- 57. Thompson, 11309 Sagedowne Ln., Houston, Tx. 77089
- 58. Career & Technical, 1348 Genoa Red Bluff, Houston, Tx. 77034
- 59. J. Frank Dobie,10220 Blackhawk Blvd., Houston, Tx. 77089.
- 60. Memorial, 4410 Crenshaw, Pasadena, Tx. 77504
- 61. Pasadena, 206 South Shaver, Pasadena, Tx. 77506
- 62. Sam Rayburn, 2121 Cherrybrook Ln., Pasadena, Tx. 77502
- 63. South Houston, 3820 South Shaver, South Houston, Tx. 77587
- 64. Community School, 1838A E.Sam Houston Pkwy. So., Pasadena, Tx. 77503 .
- 65. Guidance Center, 3010 Bayshore Dr., Pasadena, Tx. 77502.
- 66. L.P. Card Career & Technical Center, 4320 Crenshaw, Pasadena, Tx. 77504
- 67. Tegeler Career Center, 4949 Burke Rd., Pasadena, Tx. 77504.
- 68. The Summit, 1838 E.Sam Houston Pkwy. So., Pasadena, Tx. 77503 .
- 69. Administration Building, 1515 Cherrybrook Ln., Pasadena, TX 77502
- 70. AG Complex 1 (Dobie), 10502 BlackHawk, Houston, TX 77089
- 71. AG Complex 2, 525 Genoa Red Bluff, Houston, TX 77034
- 72. Athletic Complex 2906 Dabney, Pasadena, Texas 77502
- 73. Collaborative Learning Center, 11111 Beamer Rd., Houston, TX 77089
- 74. Frank Braden Center, 1814 E.Sam Houston Parkway South, Pasadena, TX 77503
- 75. Maintenance & Warehouse, 3131-3135 Westside Dr., Pasadena, TX 77504
- 76A. Softball Complex 1112 Queens, Rd, Pasadena, TX 77502
- 76B. Aux. Field/Baseball 2906 Dabney, Pasadena, TX 77502
- 77. Transportation & Operations, 3212-3214 Lafferty, Pasadena, TX 77504