

17031

Proposal for Wired, Wireless and Internet Services

Issue Date: 9/2/2026

Questions Deadline: 9/22/2026 04:00 PM (CT)

Response Deadline: 10/27/2026 10:00 AM (CT)

Contact Information

Contact: Paula Spivey

Address: Purchasing

1031 Witte Road, Bldg . T-1A

1031 Witte Road

Bldg, T-1A

Houston, TX 77055

Phone: (713) 251-1109

Email: paula.spivey@springbranchisd.com

Event Information

Number: 17031
Title: Proposal for Wired, Wireless and Internet Services
Type: Request For Proposal
Issue Date: 9/2/2026
Question Deadline: 9/22/2026 04:00 PM (CT)
Response Deadline: 10/27/2026 10:00 AM (CT)
Notes: It is the intent of Spring Branch Independent School District (SBISD) to award one or more contracts as a result of this Solicitation. Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this Solicitation, including the Scope of Proposal. Product(s) and/or services shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

Billing Information

Address: 955 Campbell Road
Houston, TX 77024
Phone: (713) 464-1511
Email: accountspayable@springbranchisd.com

Bid Activities

Pre-Proposal Conference - Wired Wireless & Internet

9/16/2026 11:00:00 AM (CT)

Paula Spivey is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://springbranchisd.zoom.us/j/94258984479?pwd=G67o0Z4SGYQLjYbODfqcmesBlvcicG.1>

Meeting ID: 942 5898 4479

Passcode: 490414

One tap mobile

+13462487799,,94258984479#,,,,*490414# US (Houston)

+12532158782,,94258984479#,,,,*490414# US (Tacoma)

Join by SIP

• 94258984479@zoomcrc.com

Join instructions

<https://springbranchisd.zoom.us/join/94258984479/invitations?signature=3Kli53CibMqSvvOEivjP3KhVqeN-iqUW8Y1ZEdG09ko>

Bid Attachments

RFP17031-Wired Wireless and Internet Specs.pdf

[View Online](#)

Specifications for Wired Wireless and Internet Services

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS - FY2027.docx Term and Conditions for E-Rate	View Online
Certificate of Insurance.pdf Certificate of Insurance	View Online
Certificate of Interested Parties- Form HB1295.pdf Certificate of Interested Parties- Form HB1295	View Online
Confidentiality Declaration Form.pdf Confidentiality Declaration Form	View Online
Conflict of Interest Questionnaire.pdf Conflict of Interest Questionnaire	View Online
SBISD Master Contract Agreement92025.docx Revised Master Contract Agreement	View Online
EDGAR Contract Addendum.pdf EDGAR Contract Addendum	View Online
Payment Authorization Form (EFT).pdf Payment Authorization Form (EFT)	View Online
Revised Pre-Employment or Pre-Service Affidavit For Educational Entities7302026.pdf TEA Revised Pre-Service Affidavit Form	View Online
Service Provider Contract Addendum.pdf Service Provider Contract Addendum	View Online
Proposer's Information.pdf Proposer's Information	View Online
Reference Questionnaire.pdf Reference Questionnaire	View Online
W-9 Form.pdf W-9 Form	View Online

Requested Attachments

- RFP Response**
(Attachment required)
- Proposer's Information**
(Attachment required)
- E-RATE Supplemental Terms and Conditions**
(Attachment required)
- Service Provider Contract Addendum**
(Attachment required)
- Pre-Service Affidavit**
(Attachment required)
- Edgar Contract Addendum**
(Attachment required)
- Certificate of Interested Parties-Form 1295**
(Attachment required)
- References**
(Attachment required)

Conflict of Interest Questionnaire

If applicable

Confidentiality Declaration Form

(Attachment required)

W-9 Form

(Attachment required)

EFT Authorization Form

(Attachment required)

Master Contract Agreement

Bid Attributes

1	Definitions <u>Addenda</u> Addenda are written or graphic instruments issued by SBISD or its representative prior to the execution of the Contract, which modify or interpret the Solicitation by additions, deletions, clarifications, and/or corrections. <u>Alternate Bid</u> An Alternate Bid is an amount stated in the Proposal/Bid that may be added to or deducted from the amount of the Base Bid if the corresponding change in the Work as described in the Solicitation is accepted. <u>Awarded Bidder</u> An Awarded Bidder is a person or entity that submits a Proposal/Bid in response to this Solicitation and that has been approved by the Board of Trustees for contract award. <u>Base Bid</u> The Base Bid is the sum stated in the Solicitation for which the Bidder offers to perform the Work described in the Solicitation as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids. <u>Bid</u> A Bid is a complete and properly signed proposal to do the Work and/or provide the Goods for the sums stipulated therein submitted in accordance with the Solicitation. <u>Bidder</u> A Bidder is any reliable and interested person, broker, vendor, contractor and/or manufacturer who responded to the solicitation /submits a Bid/Proposal. The Term "Bidder" and "Vendor" are used interchangeably. <u>Bidding Documents</u> Bidding Documents include the Request for Proposal ("RFP"), Bidding Requirements and the proposed Contract
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Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the proposal/bid form, and other bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between SBISD and Awarded Bidder, Conditions of the Contract (General Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of the Contract. Unless a specific contract is entered into between the Awarded Bidder and SBISD, the Master Contract attached to the RFP is the agreement between the parties.

SBISD

"SBISD" means Spring Branch Independent School District.

Sub-Contractor

A Sub-contractor is a person or entity that submits a proposal or bid to an Award Bidder for materials, equipment, or labor for a portion of the Work.

Unit Price

A Unit Price is an amount stated in the Solicitation as a price per unit of measurement for materials, equipment, services or a portion of the Work as described in the Solicitation.

2 Invitation

Spring Branch Independent School District invites all interested and qualified Bidders to submit a proposal/bid. These specifications intend to cover the purchase of the services and/or commodities requested and include, but are not limited to, providing labor, materials, equipment, and supervision of labor and subcontractors to complete requirements as identified by SBISD.

3 Description of SBISD

SBISD consists of twenty-six (26) elementary schools, seven (7) middle schools, five (5) high schools, one (1) science center, one (1) career center, and various support facilities. SBISD has approximately 35,000 students and 4,500 employees. SBISD operates 6,200,000 gross square feet of educational facilities located within a 43 square mile area.

4 Acceptable Response Formats

Responses shall be submitted in one of two ways:

- 1) Preferred method is electronically via SBISD's electronic bidding platform, Ion Wave, or
- 2) **With the approval of the Buyer**, a sealed hard copy delivered by hand, delivery service, or mailed to the Purchasing Department is acceptable but not preferred.

Responses submitted by hand delivery or mail **MUST** be submitted in the following manner:

An original and two (2) copies of the response, typewritten or printed/written in ink, including all attachments, and (2) flash drives containing a copy of the signed proposal, including all promotional brochures and/or backup materials, **SEALED** and properly labeled on the **OUTSIDE** of the envelope as follows:

Director of Purchasing Services
Spring Branch Independent School District
1031 Witte Road, Building T-1A
Houston, Texas 77055-6016

Sealed Proposal for:
REQUEST FOR PROPOSAL **"TITLE OF PROPOSAL"**

Do Not Open until **MM/DD/YYYY at XX: XX AM**

The Proposer shall provide their full company name and address on the envelope.

Any response received later than the specified time, whether delivered in person or mailed, shall be disqualified. Late responses will not be accepted in any form or fashion. There will be no exceptions. For more information, contact Purchasing at 713-251-1100.

5 Multi-Agency Participation

Spring Branch Independent School District reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Texas as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include, but not limited to, school districts, private schools, parochial schools, charter schools, special districts, intermediate units, non-profit agencies, and/or state, community and/or private colleges/universities that desire to purchase these goods, commodities, and/or services. This is conditioned upon mutual agreement of all parties pursuant to applicable law, including, but not limited to, Tex. Educ. Code Ch. 44 and Tex. Gov't Code Chapter 791. The Awarded Bidder agrees to notify SBISD of those entities that wish to use any contract resulting from this solicitation and will also provide usage information. A copy of the contract, including pricing and the bid requirements incorporated in the contract, will be supplied to requesting agencies.

Each participating agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the entities/individuals signing such an agreement; SBISD is not a party to that contract. Invoices shall be submitted in duplicate "directly" to the ordering agency for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the purchasing agency that entered into the contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. SBISD does not assume any responsibility regarding other agencies' use of a contract awarded under this solicitation to an Awarded Bidder.

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

Spring Branch Independent School District is a member in good standing of the Central Texas Purchasing Alliance (CTPA /txctpa.org), an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

In support of this collaborative effort, all awards made by Spring Branch Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract.

To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

7 Rate Changes in Prices/Cost – Annually

Awarded Bidder(s) shall retain their bid prices for the term of the contract with the option to request a price adjustment on each contract anniversary date, which shall run from the date of contract execution.[SL1] [LC2]

Awarded Bidder(s) shall be granted the option to request an adjustment to the contract prices on each contract anniversary date. All adjustment requests affecting prices must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.

Submission of Request for CPI Increase

Awarded Bidder(s) will have thirty (30) days from the contract anniversary date to submit a request for an increase in contract prices based on the Consumer Price Index (CPI). To calculate the CPI increase, the Consumer Price Index for all Urban Consumers (CPI-U) for "U.S. City Average" that has been in effect for one month prior to the first day of the contract anniversary date will be used. The column "PERCENTAGE CHANGE FROM 12 MONTHS AGO" will be used to determine the percentage of price adjustment, if any.

8 Inclement Weather

PRE-BID: If SBISD is **closed** (either the "schools" and/or "administrative offices") on the day a pre-bid conference is scheduled, **"THE PRE-BID IS CANCELED"** and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX (713.251.9030) questions to the purchasing buyer by the date and time required within this solicitation.

BID OPENING: If SBISD is closed (either the "schools" and/or "administrative offices") on the day a bid is "DUE", that **bid will be due at the same time the next day that SBISD is open.**

If SBISD opens late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If SBISD is closed early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

9 Specifications

District Specifications have been developed to show minimal standards as to anticipated usage, materials, and contents based on SBISD's needs.

Manufacturer's Specification (Design Guide). Whenever an article or materials in this solicitation is defined by description as either a proprietary/brand product name or by using the name of a manufacturer, the Bidder is encouraged to offer an item which is equal in quality, durability and in full compliance with our specifications. If the term "equivalent, alternate or equal" is not inserted it shall be implied. The specified article or material shall be understood as descriptive, not restrictive. The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

10 Deviations from Specifications

Any deviation from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to SBISD to the specification as written. Any deviation by the vendor from the specifications, without prior documented approval from SBISD, will be grounds for rejection of the services, goods, and/or equipment when delivered.

11 Bid Prices

Any bidder may withdraw its bid submission prior to the bid opening date and time specified. After this date and time, SBISD has a period of one-hundred twenty (120) calendar days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the bidder agrees to honor all prices and requirements of the bid until the completion of the contract period.

Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.

All Unit Prices shall be detailed on the proposal sheet(s). A "NO BID" notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the Unit Price shall govern.

All Unit Prices in the bid proposal shall include all delivery charges to the designated delivery point/location.

Discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, SHALL BE INCLUDED IN BID PRICE.

SBISD reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.

SBISD is exempt from the payment of State Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request

SBISD Tax Exempt Number is 74-6001379.

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Samples, Catalogues and Catalogue Cuts

Upon request, a properly tagged sample shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the Bidder submitting the sample and the bid number.

SBISD will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by SBISD until bidders are notified to remove them. Bidders agree that SBISD will incur no liability for samples which are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.

SPECIAL SAMPLES WITH CERTIFIED APPROVAL: Some successful bidders shall be required to furnish two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.

Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.

Failure to submit the above information is sufficient grounds for rejection of the bid.

Bidding Procedure and Bid Awards

The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid, or an aggregate basis.

Wherever SBISD indicates the unit of measure required for bidding purposes, SBISD shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) may be rejected if this requirement is not met. However, in the best interest of SBISD, the Director, Office of Purchasing may have the option and latitude to recalculate the bids.

SBISD may reject any bids with bidder escalator clauses, unbalanced figures, or irregular features.

Although these specifications are intended to describe the principal features of the items/services desired. Bidders are notified that the items/services will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on applicable factors involved, i.e., quality and service.

SBISD reserves the right to reject any or all bids and re-advertise for other bids. Contracts shall be awarded to the responsive Bidder(s) showing the "Best Value" with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the Bidder and the ability of the Bidder to perform satisfactorily. In the event of tie bids, where all other factors such as past performance on purchases/contracts or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the SBISD based-vendor, the Harris County based-vendor, the out-of-county but Texas-based vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Director of Purchasing or his/her designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract, whichever is in the best interest of SBISD. SBISD reserves the right to award one or more Awarded Bidders.

Bidders and their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the Bidder's own risk and Bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

The Bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.

Upon evaluation of all responsive bids, a recommendation for the award of contract(s) will be presented to the SBISD Board of Trustees for approval. Upon approval of the award of contract, the bidder(s) shall be notified either by email, mail, telephone, facsimile or purchase order of their award(s). When applicable, an SBISD contract document shall also be issued.

The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the Bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.

The Office of Purchasing is located at 1031 Witte Road, Bldg., T-1A, Houston, TX 77055-6016, which is accessible to the disabled.

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Annulments and Reservations

SBISD reserves the right to waive informalities, to reject any/all bids, and to reissue this solicitation at its option, and does not make an obligation to purchase or award a contract by issuing this bid.

SBISD reserves the right to order the said equipment, materials, supplies, and/or services as described within the solicitation, and also reserves the right not to order any items(s) within the solicitation.

SBISD reserves the right to annul/terminate any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon SBISD, materials, products and/or workmanship inferior to that required by SBISD, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of SBISD to damages for the breach of the contract by the Award Bidder(s).

Should the Awarded Bidder(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of God, war, flood, or governmental restrictions. SBISD reserves the right to purchase the required good/services in the open market, or to complete the required work at the expense of the Awarded Bidder(s).

Should the Awarded Bidder be prevented from furnishing any goods/services, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to, Act of God, war, flood, or governmental action, SBISD reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

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Appeal Process/Bid Protest

Any Bidder who submitted a bid may appeal SBISD's award, if the appeal is based on deviations from laws, rules, regulations, or SBISD Board policies. SBISD Board Policy GF (Local) applies to any Bidder wishing to appeal a bid and/or award of a contract. In accordance with Policy GF (Local), a Bidder shall submit a complaint/appeal form by hand-delivery, electronic communication, including email and fax, or U.S. mail, to SBISD's Executive Director of Compliance and Procurement. Complaints/appeals must be received by the close of business on or before the 15th SBISD business day of the date the Bidder first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance. In the event a Bidder is unsure about the award of the contract, it is the Bidder's responsibility to contact the SBISD Office of Purchasing on the next business day after the award is announced and verify details concerning the award.

Any costs incurred in the appeal process will be borne the the Bidder(s) in all instances.

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Delivery Requirements

All materials, supplies and equipment for SBISD shall be delivered F.O.B, Destination. The District's standard freight terms are F.O.B. destination, prepaid and allowed. SBISD may specify various and different locations within the District for "destination" during the term of the Agreement, or extension of the term, and prices should include allowances for freight contingencies. No C.O.D shipments will be accepted. If the goods are not shipped in accordance with SBISD's directions and the instructions set out in the Agreement, the Awarded Bidder shall pay to SBISD any excess cost incurred by District.

All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by the Office of Purchasing. There will be no deliveries after hours, on weekends, or school holidays.

All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P..M. on all regularly scheduled school days, except where noted by the Office of Purchasing. There will be no deliveries after hours, on weekends, or school holidays.

All deliveries shall be made inside the receiving school, warehouse, or office buildings.

Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.

The Awarded Bidder(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees, agents and/or representatives in the execution of the contract, including without limitation, delivery.

The Awarded Bidder(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.

All materials must be securely packed in accordance with accepted trade practices.

An SBISD purchase order number must be plainly visible on the exterior of each container.

A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

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Inspections

The Director of Purchasing/Buyer reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by SBISD. All expenses of the inspectors shall be borne by SBISD.

The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for SBISD, every facility shall be afforded inspectors by the for the prosecution of their work.

Guarantee and Warrantees

The Awarded Bidder shall unconditionally guarantee the materials and workmanship of all equipment, furniture, materials, and services furnished by the Awarded Bidder, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by SBISD. If the manufacturer warrants equipment for a period longer than two years, the Bidder shall pass through this time frame to SBISD. All warranty work shall be accomplished to the satisfaction of the SBISD within SEVENTY TWO (72) HOURS of notification of the work to be done.

Furniture and Equipment: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of SBISD are due to faulty design and installation, workmanship or materials upon notification, the Awarded Bidder, at its expense, shall repair or adjust the equipment or parts to correct the condition, or vendor shall replace the part or entire unit to the complete satisfaction of SBISD. These repairs and/or replacements shall be made at such times as will be designated by SBISD to avoid any interruption to the instructional programs.

Office Equipment: Physical service response time by Awarded Bidder for all service calls shall not be greater than four (4) working hours from when request is made by SBISD. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by SBISD. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.

Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.

The Awarded Bidder must act as the manufacturer's agent for all warranty claims.

In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or un-workmanlike performance, then SBISD may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all costs, expenses and monies due the new vendor plus ten percent (10%) for SBISD to reimburse the Board for the expenses of obtaining a new vendor.

Invoice/Payments

All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the materials to the appropriate location at the time of the delivery.

Invoice Mailing Address: Spring Branch Independent School District
Office of Accounts Payable
955 Campbell Road
Houston, TX 77054

Invoice Email Address:
accountspayable@springbranchisd.com

Invoices will be returned for correction unless they contain the following information:

Item Numbers;
Description of Item:
Quantity;
Unit Price extensions and total.

Each invoice shall identify the SBISD Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.

Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.

In accordance with Texas Government Code § 2251.021, payments are due to the Awarded Bidder within forty-five(45) days after the later of the following: (1) the date SBISD receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date SBISD receives an invoice for the goods or service. Awarded Bidder agrees to pay any subcontractors, if any, the appropriate share of the payment received from SBISD not later than the tenth (10) day after the date Awarded Bidder receives the payment from SBISD. The exceptions to payments made by SBISD and/or Awarded Bidder listed in Texas Government Code § 2251.002 shall apply to the Contract.

SBISD will not pay freight bills. Delivery shall be F.O.B, to the destination(s) as noted on the Purchase Order.

Billing and Payment Discounts

In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date SBISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the SBISD receives an invoice for the goods or services. Awarded Bidder may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Awarder Bidders invoices should be sent as a prefer method to the email address: AccountsPayable@springbranchisd.com or by mail to Spring Branch Independent School District, Accounts Payable Department, 955 Campbell Road, Houston, Texas 77024 Accounts Payable will receive your invoice to be processed.

Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. If the discount is offered in the proposal, this discount will also apply to all other RFPs that the Awarded Bidder has been previously awarded. Awarded Bidder's invoices must contain the appropriate SBISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item shown on the purchase order. Invoices submitted without the correct purchase order number show may be returned to the Awarded Bidder for correction. Corrected invoices will be subject to the same payment provisions as the original invoices.

Invoices should be provided to the District in a timely manner and submitted within the SBISD fiscal year within which the purchase is made. Awarded Bidder is requested to invoice the District within 30 days of providing goods and/or services to the District.

In the event an Awarded Bidder presents the District with invoices, statements, reports, et. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

Laws, Regulations and Permits

The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at its expense, procure any permits which may be required.

The bidder shall comply with the safety requirements as detailed in this section of the RFP.

The bidder certifies that its firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

2 2 Safety Requirements

The Awarded Bidder shall provide all materials, equipment, and machinery furnished and delivered to SBISD complying with the safety regulations as required by OSHA and the State of Texas.

The Awarded Bidder shall sign the safety section if attached in the bid proposal certifying the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 Standard.

The Awarded Bidder shall submit Safety Data Sheets (SDS) for all items awarded to Awarded Vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the Awarded Bidder must submit SDS sheets to:

Spring Branch Independent School District Office of Environmental Services

No materials shall contain asbestos or lead.

No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For ceiling tile and materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the SBISD Project Manager. All materials delivered to or used on SBISD property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Safety Data Sheets may not be used for this purpose.

2 3 Sub-Contractors

The Awarded Bidder(s) shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of SBISD. The Awarded Bidder(s) shall provide the name of the sub-contractor(s) it intends on employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or Purchasing Agent/Director of Purchasing. The information may be used in considering the potential performance capabilities of the sub-contractor(s).

If an Awarded Bidder uses subcontractors in the performance of any part of the contract, the Awarded Bidder shall be fully responsible to SBISD for all acts of omissions of the subcontractors just as Awarded Bidder is responsible for its own acts and omissions. Nothing in the contract of RFP shall create for the benefit for any such subcontractor any contractual relationship between SBISD and any such subcontractor, nor shall it create any obligation on the part of SBISD to pay or see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

The Awarded Bidder(s) shall not, without prior written consent of SBISD, assign any payable under the contract.

2 4 Liquidated Damages

In the event the Awarded Bidder(s) fails to timely deliver the goods or services of the contract in accordance with the specifications, SBISD reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SBISD. All additional expenses incurred by SBISD as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

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Addenda

SBISD reserves the right to revise and amend the Specifications prior to the date set for opening. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.

Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.

Copies of Addenda will be made available for inspection wherever Bid Documents are on file, including in the electronic bidding platform.

All changes to the Bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all Bidders listed on the SBISD vendor listing. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the Bid.

Failure of any Bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

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Additional Licensing Options for Software

1. For a period of three (3) years from the Effective Date of the contract, the District may, in its sole discretion, exercise its option to purchase a license for any of the software at the prices listed within the awarded vendor(s) proposal(s). The Awarded Bidder hereto agrees that they shall offer to the District, at the sole discretion of the District, as applicable, the option to acquire future developed software products at the same pricing discount as provided by the Awarded Bidders's original proposal(s).

1.1 "Product Upgrade" means a successor version of the software and associated documentation that is made generally available to vendor's customers and shall include the following:

- (a) changes in the one's, tenth's, hundredth's, or after hundredth's digit of the software version number;
- (b) successor version(s) of the Software that incorporates corrections, upgrades and/or enhancements to the Software, whether or not such corrections, upgrades and/or enhancements are marketed separately by the vendor;
- (c) migration from one operating system to another prescribed by the Awarded Bidder;
- (d) migration from 32-bit Software to 64-bit Software;
- (e) migration from one platform generation to the next platform generation of software;
- (f) new releases containing increased software functionality derived from the software (whether marketed separately or as part of a more comprehensive release); and
- (g) migration or upgrade from one database release to the next.

(Optional: Maximum 1000 characters allowed)

**2
7**

Misunderstandings & Errors

The Bidder or its authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications, and/or specifications outlined in the RFP and its attachments/bid attributes before submitting their proposal/bid. A Bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against SBISD for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from SBISD when the Bidder failed to fully inform themselves. In the case of error in extension of prices, the percentages mark-up(s)/discount(s) indicated, the unit price(s) shall govern, or the entire bid may be declared non-responsive.

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Clarifications and Discussions

The Director of Purchasing/designee may request clarification from Bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Bidder the opportunity to revise, change, or modify its proposal in any way except to

the extent of correction of the error. Discussion between the Director of Purchasing/designee and a Bidder can also take place after the initial receipt of proposals. The Director of Purchasing/designee reserves the right to conduct discussions with all, some, or none of the Bidders submitting proposals. The District will not assist the Bidder in the revision or modification of its proposal.

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Recommendation

Upon evaluation of all responsive proposals, a recommendation for the award of contract(s) will be presented to the Board of Trustees of the Spring Branch Independent School District for approval. SBISD reserves the right to award one or more vendors. Upon approval of the award of contract, the Bidder(s) shall be notified by mail, telephone, email, or purchase order of their award(s). When applicable, a separate SBISD contract document shall also be issued. The Master Agreement included in this RFP shall govern all procurements and purchases stemming from this RFP.

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Individual, Group or Aggregate Bidding

Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of SBISD. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. A "NO BID" on a combination of items will be permitted except as otherwise provided for on the proposal sheet and/or in PART II: SPECIFICATIONS - GENERAL REQUIREMENTS, and PART III: SPECIFICATIONS --TECHNICAL SPECIFICATIONS.

**3
1**

Product Offered

The product(s) offered by the Bidder shall be new, not used, and the latest version. Should a product be discontinued and/or upgraded during the course of the contract, the Awarded Bidder shall offer to SBISD a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

**3
2**

Working Drawings

The Awarded Bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SBISD, which provide sufficient data to enable SBISD to judge the bidder's compliance with specifications.

3
3

Certificates and Affidavits

All Bidders shall be required to complete the certification, affidavits and/or acknowledgments that are incorporated into the proposal pages of this solicitation. Such documents are required by local, state, or federal funding agencies of SBISD as part of the bidding process.

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Bidder Obligations

At the time of the bid opening each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation(s).

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5

Reporting Omissions, Errors or Discrepancies

Any omissions, errors, conflicts, or discrepancies in any document forming this RFP shall be called to the attention of SBISD **IN WRITING** within seven (7) days of receipt of the proposal.

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6

Bid Bond

If so stipulated in the Advertisement, Invitation to Bid, or supplementary instructions to Bidders, each Proposal/Bid shall be accompanied by a Bid Bond in the dollar amount of five Percent (5%) of the Base Bid. This Bid Bond pledges that the Bidder will enter into a Contract with SBISD on the terms stated in the Solicitation and will, if required, furnish BONDS covering the faithful performance of the Contract and payment of all obligations arising here under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds where required, the amount of the Bid Security/Bid Bond/Surety Bond shall be forfeited to SBISD as liquidated damages not as a penalty. This bond must be provided with the proposal/bid submission and failure to do so may be cause for rejection of the bid as being non-responsive. The cost of the bid bond will be borne by the Bidder(s) in all instances.

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Surety Bond Format

If a surety bond is required, it shall be written on AIA Document A310 - Bid Bond, unless otherwise provided in the Solicitation and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

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Retaining Bid Security

SBISD will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed so that proposals/bids may be withdrawn or (c) all proposals/bids have been rejected.

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Bond Approval

All bonds must be approved by surety companies that are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011. If a bonding company is used, that is not on this list, the contract will be *Terminated for Default*, or if the required bond is a Bid Bond, this is just cause for rejection of the bid as being non-responsive.

Performance Bonds/Payment Bonds

Performance Bonds and/or payment bonds are required for proposals/bids meeting the following conditions. The Awarded Bidder(s) of this contract may be required to submit either one or both of these bonds within ten (10) of receipt of the Notice of Intent to award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the bidder(s) in all instances.

Performance Bond

A Performance Bond shall be required for contracts and/or awards of construction contracts in excess of \$100,000.00 for 100% of the contract price to cover faithful performance of the contract. Simultaneously with his delivery of the executed contract, the Awarded Bidder must deliver to SBISD an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract, prepared on the standard bond form A-311 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are acceptable on bonds given to the United States Government and approved by SBISD and are authorized to transact business in this State. Performance Bonds shall be made out in the name of the **"Board of Trustees of the Spring Branch Independent School District"**. They shall be forwarded to the **Office of Purchasing, Director of Purchasing, 1031 Witte Road, Bldg. T-1A, Houston, TX 77055-6016.**

Payment Bond

A Payment Bond shall be required for contracts and/or awards of construction contracts in excess of \$25,000.00 for 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith when required by SBISD. Payment Bonds shall be made out in the name of the **"Board of Trustees of the Spring Branch Independent School District"**. **They shall be provided to the Office of Purchasing, Director of Purchasing, 1031 Witte Road, Bldg. T-1A, Houston, TX 77055-6016.**

Code of Silence and Conflicts of Interest

The Board of Trustees has adopted a “Code of Silence” policy (ref. Board Policy [CAA \(Local\)](#)) and a “Conflict of Interest Disclosures” policy (ref. Board Policy [BBFA \(Local\)](#) and [CHE \(Legal\)](#)) to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

The Code of Silence" shall mean a prohibition on any communication regarding any RFP, bid, or other competitive solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the SBISD Foundation and the SBISD Public Facility Corporation), including a potential vendor or vendor's representative, and
2. Board members, the Superintendent of Schools, senior staff members, principals, department heads, directors, managers, or other District representatives who have influence in the evaluation or selection process.

The “Code of Silence” time period shall begin when the Request for Proposal (RFP) is issued and ends upon the execution of the contract. During the “Code of Silence”, campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties, including candidates who have filed for election to the Board.

A Bidder shall file a completed conflict of interest questionnaire if the Bidder has a business relationship with the District and:

1. Has an employment or other business relationship with a local government officer of the district, or a family member of the officer, described by Local Government Code 176.003(a)(2)(A);
2. Has given a local government officer of the district, or a family member of the officer, one or more gifts with the aggregate value specified by Local Government Code 176.003(a)(2)(B), excluding any gift described by Local Government Code 176.003(a-1); or
3. Has a family relationship with a local government officer of the district.

Board Policy CAA (Local) pertaining to the “Code of Silence”, Board Policy BBFA (Local), and CHE (Legal) pertaining to “Conflicts of Interest Disclosures” are attached by URL link above and incorporated by reference. Please review the policies carefully and ensure that the policies are followed in all respects. Bidder agrees and understands that non-compliance with the “Code of Silence” policy may result in disqualification.

Questions

Questions concerning the RFP will be answered only if submitted in one of two ways:

- 1) Preferred method is electronically via SBISD's electronic bidding platform, Ion Wave, or
- 2) In writing via email to the designated Buyer in the Introduction Section of the RFP.

During the pre-proposal conference, responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference if time allows them to be answered in time for the pre-bid conference. All questions submitted prior to the deadline will be answered in the form of an addendum (a). All addenda will be posted on the SBISD Procurement website.

**4
3** **Assessed Taxes and Indebtedness**

The Board of Trustees has approved a resolution establishing policy requiring Bidder(s) to have paid all assessed taxes and be free of any indebtedness to the District before a project is awarded. Bidder(s) shall provide the District with a statement concerning any indebtedness, including personal and real property taxes, when submitting responses.

**4
4** **Costs Related to Submission**

All costs related to the preparation and submission of this proposal shall be paid by the Bidder. Issuance of this RFP does not commit SBISD, in any way, to pay any costs in the preparation and submission of the proposal. The issuance of the RFP does not obligate SBISD to award, enter into an agreement, or purchase any goods and services stated in the RFP.

**4
5** **Exceptions**

All exceptions to the RFP, including the specifications and requirements of the RFP, or th the Contract/Agreement attached hereto must be noted in detail in the Proposal Exception Form and included in the proposal. Each Bidder, by submitting its proposal, represents that the Bidder has read and understands the RFP and the Contract.

**4
6** **Proposal Information Required**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in the RFP.

**4
7** **Submission of Proposals**

The Bidder(s) should propose his/her lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP.

All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

Proposed prices should be firm (fixed). If the Bidder(s), however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted in the Exception Form. The economic price adjustment should give the maximum price increase or decrease (either % or \$) and the date and/or event at which the increase would be effective. Additionally, if a Bidder has reason to believe a better (more cost effective) method is practical, then the Bidder may offer that better pricing option as an alternative.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Bidder(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Bidder(s) must include in the cost proposal all expenses, including, without limitation travel and accommodation expenses associated with travel to perform this project. Travel expenses associated with the project must conform to a "reasonableness" test for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

Bidder(s) are required to provide SBISD with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

SBISD is exempt from and will not be responsible for payment of any taxes.

Failure to manually sign the required forms of this proposal may result in rejection of the proposal.

A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP and Contract/Agreement

**4
8** **Financial Information**

Bidder(s) must submit audited financial statements for the last two years. In the event the Bidder(s) does not have an audited statement, other information such as an unaudited statement or copies of the Bidder(s)' federal income tax returns, with all amendments, is required for Bidder(s) bid to be considered.

**4
9** **Discussions/Negotiations**

Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, SBISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by SBISD and will include only those initial proposals that SBISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Bidder(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

**5
0** **Best and Final Offers**

If requested by the District, best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

**5
1** **Modification or Withdrawal of Proposals**

Proposals may be modified or withdrawn by written or electronic notice received by the Project Manager prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Bidder's authorized representative prior to the Proposal Due Date and time, provided the Bidder's identity is confirmed and Bidder's representative signs a receipt for the proposal.

**5
2** **Pre-Proposal Conference**

Bidder(s) are strongly encouraged to attend the pre-proposal conference. The conference will start promptly at the stated time and be moderated by a Procurement Department member. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed. This attendance roster will be posted as an addendum on the District's website along with the RFP and other related documents.

At the District's discretion, one or more Bidder(s) may be invited to demonstrate their solution(s) and/or system(s) and interview, based on a District pre-defined agenda and time line. Said Bidder(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Bidder(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements.

Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District.

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Late Proposals

Responses submitted after the due date and time noted in this RFP shall not be considered and shall be returned to the Bidder(s), unopened, by United States Mail. The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock in the SBISD's Purchasing Services, 1031 Witte Road, Bldg T-1A, Houston, TX 77055-6016 shall be the official date and time of receipt. It shall be the sole responsibility of the Bidder(s) to ensure that its bid is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

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Retention of Proposal Documentation

All proposal materials and supporting documentation that are submitted in response to this proposal become the permanent property of SBISD.

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Open Records Policy

SBISD is a governmental entity subject to the Texas Public Information Act. Proposals submitted to SBISD as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Bidder believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Bidder must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Bidder must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. SBISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

Agreement, Integration, Term & Transition, Purchase Order Requirements

The terms, conditions, specifications, stipulations and requirements stated in this RFP, and any and all Addenda issued by SBISD, the attachments (including, without limitation, all certifications, forms, bid attribute, and Master Contract) shall become part of the Agreement entered into between the District and the Awarded Bidder, unless otherwise determined by the District per the Agreement provisions. The Bidder, as determined by the District, may be required to execute a written contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. **No Bidder shall obtain any interest or rights in any award until the District has executed the Agreement.** The District reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of the District and do not substantially change the scope of the Board award.

The District does not sign Bidder contract forms, including, without limitation, any online terms and conditions, click through agreements, etc. . Bidder(s) should be familiar with the District's Agreement form, Agreement letter and/or purchase order and indicate in its proposal that this type of project documentation is acceptable. This information should be included in the transmittal letter. In the event that a project is awarded to an Awarded Bidder and the Awarded Bidder requests changes to the District standard Agreement form, the District reserves the right to cancel the award and re-award the project to an alternate Bidder(s).

In the event of a license agreement or other contract document requested by the Awarded Bidder for execution, the District reserves the right to review and amend such document at the District's discretion. Any such license agreement or other contract document requested by a Bidder shall be included in Bidder's proposal.

Unless otherwise provided in the Section I of the RFP, or required by the District, a standard agreement which results from this RFP shall be for a period of one (1) year from the effective date of the Agreement with an exclusive option by the District to renew for an additional four (4) one year terms, or as otherwise stated in the Agreement. Alternately, the District may approve longer or shorter terms of agreement upon the mutual consent of the parties. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period unless mutually agreed upon by both parties.

Should the Agreement with the Awarded Bidder terminate during the initial term or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

At the discretion of the District, purchases may require the issuance of an official SBISD purchase order from the District's Procurement Services Department. If so required, then all goods provided without a purchase order will be returned at the Awarded Bidder's expense. All services provided without a purchase order may be considered a contribution to the District.

SBISD reserves the right to make changes to a purchase order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a purchase order shall be communicated to the Awarded Bidder by the issuance of a formal change purchase order. Only an SBISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to the Awarded Bidder.

Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Sections 44.0411 and applicable SBISD procedures and policies. If an Awarded Bidder acts on the direction of a District employee who is not authorized to make changes, the Awarded Bidder does so at his or her own risk or peril and risks termination of the Agreement for cause. Also, if an Awarded Bidder attempts, or receives, a modification/amendment from a District employee who is not authorized to make changes, the Awarded Bidder does this at its own risk or peril and risks termination of the Agreement for cause.

Use of District Name or Logos

Awarded Bidders may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Trustees, the Superintendent of Schools, or their designee.

Authorization: Licenses/Permits/Fees

Bidders must have current licenses, permits, fees and similar authorizations required by the City of Houston, Harris County, and the State of Texas to conduct business and provide awarded goods and/or services to the District and, upon the request of the District, must provide copies of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to the District. Awarded Bidders must maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.

Insurance

Awarded Bidders must carry insurance with responsible carriers acceptable to SBISD rated A or better, by A.M. Best, with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage.

<u>Type of Coverage</u>		<u>Minimum Limits</u>
1.	Workers' Compensation and Employer's Liability	Statutory \$100,000 per accident
2.	Automobile Liability:	
	Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
	For all owned, non-owned vehicles and hired vehicles.	
3.	Commercial General Liability	\$1,000,000 Per Occurrence
4.	Professional Liability (errors and omissions) may be required at the discretion of the Project Manager.	

With their proposal, Bidders must furnish either certificates of insurance (Acord Form,) or a letter from the insurance carrier on the insurance carrier's letterhead to SBISD indicating compliance with this paragraph under the "Response Attachments" tab.

Upon receipt of a letter of intent to award from Procurement Services, the Bidder must submit to Procurement Services the actual Acord Form prior to being recommended to the Board of Trustees for contract approval. The Bidder will have three (3) business days from the date of the letter to submit their certificates of insurance; failure to provide all the requirements may cause the proposal to be deemed non-responsive.

The Awarded Bidder shall maintain such insurance in full force and effect throughout the term of the Agreement. In the event the Awarded Bidder does not maintain the appropriate insurance coverage during the Agreement, shall be grounds for immediate termination.

SBISD shall be named as an additional insured on the automobile and commercial general liability policies. SBISD shall be named as an alternate employer on the workers' compensation policy.

A waiver of subrogation shall be issued in favor of SBISD in the workers' compensation, automobile and commercial

general liability policies.

The Awarded Bidder shall provide SBISD with original certificates of insurance (Acord Form,) acceptable to SBISD.

Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or diminish coverage without a minimum of thirty (30) days prior written notice to SBISD.

In the event there is a deductible on any policy, the Awarded Bidder may be asked to provide evidence to the satisfaction of SBISD that it is able to satisfy the deductible. SBISD reserves the right to accept alternate insurance policies.

Notice regarding insurance and **cancellation or changes** should be mailed to the Director of Purchasing.

SBISD reserves the right to require additional insurance coverage to be carried by the Bidderr as deemed desirable by SBISD, depending on the type of project.

6 0 Quantity

There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by SBISD. However, the Awarded Bidder shall furnish all required goods and/or services to the District at the stated price, when and if required.

If applicable and at the discretion of the District, a forecast of planned usage will be issued as part of the project. This forecast is based upon the District's historical usage. If the District exceeds that forecast of usage and the Awarded Bidder experiences a higher volume of sales, the District may request a value consideration to compensate the District for said increased sales in the form of a volume usage rebate. Bidder should include, in their proposals, the method(s) they will use to calculate the usage rebate and discuss how the rebate will be calculated and paid.

The District expressly reserves the right to procure any goods or services from other sources or by other means.

6 1 Section Headings

The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

6 2 Defective/Non-Conforming Products/Work

If, following seven (7) calendar days of a written notice to an Awarded Bidder identifying defective or nonconforming products/work, the Awarded/Bidder or its subcontractors fail to correct such defective or nonconforming product/work, SBISD may order the Awarded Bidder to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Awarded Bidder or its subcontractors.

Should the Awarded Bidder not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of SBISD's order to stop further work, as set forth above, SBISD may cause the removal, repair or correction of the defective or nonconforming product/work and may charge all associated costs of the same to the Awarded Bidder.

6
3

Disqualification

A Bidder may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

6
4

Hazardous Materials

In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.

6
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Business Ethics

During the course of the project awarded by this RFP, the Bidder will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of SBISD, its authorized agents and representatives, or to family members of any of them. At any time, the Bidder believe there may have been a violation of this obligation, the Supplier shall notify SBISD of the possible violation. SBISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to SBISD's personnel or its authorized agents and representatives.

6
6

Attorney Fees

In connection with SBISD's defense of any suit against it and/or SBISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any agreement, in which SBISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, SBISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

6
7

Scope of Solicitation

It is the intention of Spring Branch Independent School District to establish an:
RFP FOR "**TITLE OF SOLICITATION**"

SBISD is interested in receiving competitive pricing on all items in this Solicitation. SBISD places significant value on quality vendors and desires to keep proposer's materials, equipment and/or services to solicit quality goods and services.

6
8

Questions

All questions must be received in IonWave or e-mail to **buyername@springbranchisd.com** no later than noon on **MM/DD/YYYY**. No addenda will be issued later than **MM/DD/YYYY**, except an addendum withdrawing the RFP, postponing the opening of the proposal, or if there is an extenuating circumstance that requires SBISD to issue an addenda. It is the responsibility of each Bidder, prior to submitting the proposal, to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

6
9

Bidder Presentations

Bidder Presentations, (if applicable) will be held **MM/DD/YYYY** at the **TBD** at **TBD Houston TX, 77055. (713/251-XXXX)**. Times to be determined. Bidders will be informed of their time by fax or email on or before **MM/DD/YYYY**. Only Bidders determined by SBISD to have offered the "Best Value" will be contacted. Times and dates are final unless there is an unexpected "emergency" beyond SBISD's control.

7
0

Term of Contract

This contract shall be for a period of **(TBD)**. The first year of contract shall be **(TBD)** with the option to renew annually for up to an additional **(TBD)**, provided any subsequent renewal is agreed to in writing by both parties.

7
1

Contract Extension

In the event the contract expires before a mutually agreed written and approved renewal contract is executed, Awarded Bidder shall extend the contract on a month-to-month basis by mutual written agreement.

7
2

Pre-Proposal Conference

A pre-proposal conference will be held on ****MM/DD/YYYY @ XX:XX AM at the SBISD, Location to Hold Conference, Address of Location.**

7
3

Local Criminal Background History Check

Pursuant to Clause 22 of SBISD's Master Contract, Proposer hereby certifies the awarded Vendor(s) and all of vendor's employees, subcontractors and volunteers, who will be performing services on District property, must pass a local criminal history background check conducted by SBISD's Police Department via the electronic background check system located at <http://tsapp.springbranchisd.com/BackgroundCheck>.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

7
4

Certification of Insurance Requirement

I, the undersigned Proposer, do hereby certify that I shall maintain all insurance policies required by and in accordance with Clause 52 of SBISD's Master Contract. I further understand and agree that I must make the certificates of insurance and insurance policies available to SBISD upon request.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

7
5**Certification of Non-Collusion Statement**

I, the undersigned Bidder, do hereby certify that:

- a) All statements of fact in such proposal are true.
- b) Such Response was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) Such Response is genuine and not collusive or sham.
- d) Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other proposer or anyone else interested in the proposed procurement.
- e) Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.
- h) Bidder did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i) No officer or principal of the undersigned Bidder is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years.
- j) No officer or principal of the undersigned Bidder nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.
- k) I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

7
6**Certification of Felony Conviction Notification**

Pursuant to section 44.034 of the Texas Education Code, a person or business entity entering into a contract and/or agreement with SBISD must give advance notice to SBISD if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony. SBISD may terminate a contract with a person or business entity if SBISD determines that the person or the business entity failed to give notice as required by section 44.034 or misrepresented the conduct resulting in the conviction. In such a case, SBISD will 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 ---

The company agent submitting this response certifies that the information concerning notification of felony convictions has been reviewed and the following information furnished is true to the best of their knowledge.

- ☐ Publicly Held Corporation - Not Applicable ☐ Non-Felon - Proposer is not a convicted felon
- ☐ Proposer is owned/operated by a convicted felon

(Required: Check only one)

7
7**Felony Conviction Notification - Name of Felon(s) and Detail of Conviction(s)**

If Proposer is operated or owned by an individual(s) who has/have been convicted of a felony, please provide the name(s) of that/those individual(s) and details of conviction(s).

(Optional: Maximum 4000 characters allowed)

7
8**Certification Regarding Terrorist Organizations**

Bidder hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

7
9**Certification Regarding Israel**

If (a) Bidder is not a sole proprietorship; (b) Bidder has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Bidder hereby certifies and verifies that neither the Bidder, nor any affiliate, subsidiary, or parent company of the Bidder, if any (the "Bidder Companies"), boycotts Israel, and the Bidder agrees that the Bidder and Bidder Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

8
0**Certificate of Residency**

Pursuant to Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

A resident bidder refers to a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

Non-resident bidder refers to a person who is not a resident of the State of Texas.

Is Proposer a resident bidder?

☐ Yes, I am a resident bidder. ☐ No, I am not a resident bidder.

(Required: Check only one)

8
1**Contracting Information Certification**

If Bidder is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by SBISD; or (b) this Contract results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by SBISD in a fiscal year of SBISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Contract (unless the Contract is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Contract and the Bidder or vendor agrees that the contract can be terminated if the Bidder or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Bidder hereby certifies and agrees to

(1) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to SBISD for the duration of the Contract;

(2) promptly provide to SBISD any contracting information related to the Contract that is in the custody or possession of the Bidder on request of SBISD; and

(3) on completion of the Contract, either (a) provide at no cost to SBISD all contracting information related to the Contract that is in the custody or possession of Bidder, or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to SBISD.

☐ Contracting Information Certification

(Optional: Check if applicable)

8
2**Debarment or Suspension Certification**

Bidders certify, by submitting their proposal, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency. Where bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to their proposal.

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

Bidder certifies that during the term of an award for all contracts by SBISD resulting from this procurement process, Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

8
3**Certification Regarding Boycotting Certain Energy Companies**

If (a) Bidder is not a sole proprietorship; (b) Bidder has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the Bidder hereby certifies and verifies that the Bidder, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "Bidder" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

8
4**Certification Prohibiting Discrimination Against Firearm And Ammunition Industries**

If (a) Bidder is not a sole proprietorship; (b) Bidder has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or SBISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the Bidder hereby certifies and verifies that the Bidder, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

Certification Regarding Certain Foreign-Owned Companies In Connection With Critical Infrastructure

SBISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Bidder direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by SBISD for product warranty and support purposes. Bidder, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The Bidder verifies and certifies that Bidder will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

Criminal History Records: Contractor/Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to SBISD; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to SBISD and Contractor.

Criminal history records will be obtained by either the Contractor/Subcontractor or SBISD, as follows:

(1)Contractor/Subcontractor: Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees' criminal histories, certify compliance to SBISD (and, in the case of a Subcontractor, certify compliance to Contractor and SBISD), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

(2)SBISD: All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that SBISD may obtain their covered employees' criminal histories, as applicable. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should SBISD pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse SBISD for such costs; in the event Contractor fails to reimburse SBISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that SBISD may deduct such costs from any payment due and owing by SBISD to Contractor.**

Definitions:

Covered employees: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. SBISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. See 19 Tex. Admin. Code §153.1101(2).

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal

or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 Tex. Admin. Code §153.1101(7).

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by SBISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by SBISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.

For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Spring Branch Independent School District ("SBISD") (and, in the case of a Subcontractor, certify to Contractor and SBISD) that **[select one option]**:

Option A: None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If SBISD, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide SBISD with the name, date of birth, and any other requested information of such covered employees so that SBISD may obtain criminal history record information on the covered employees, upon request of SBISD.

Option B: Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

(1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify SBISD in writing within 3 business days.

(3) Upon request, Contractor/Subcontractor will provide SBISD with the name, date of birth, and any other requested information of covered employees so that SBISD may obtain criminal history record information on the covered employees.

Option C: Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

(1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify SBISD in writing within 3 business days. Upon request, Contractor/Subcontractor will provide SBISD with the name, date of birth, and any other requested information of covered employees so that SBISD may obtain criminal history record information on the covered employees.

(2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, **Contractor has completed the “SBISD Contractor Criminal History Background Check Certification” form and uploaded the form under the “Attachments” tab of SBISD’s online eBid system**, listing the following information regarding each covered employee, so that SBISD may obtain the covered employees’ criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district).

(3) Contractor/Subcontractor shall provide SBISD’s “Texas Fingerprint Service Code Form” document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by SBISD at least ten (10) SBISD business days prior to the start of the services to be performed by Contractor/Subcontractor at SBISD is subject to exclusion from service, in SBISD’s sole discretion, until his or her criminal history record information can be obtained and reviewed by SBISD. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.

(4) Contractor/Subcontractor agrees that SBISD will review each covered employee’s criminal history record information, together with the employee’s qualifications, background, and experience, based on information gathered by SBISD through the procurement and/or contracting processes, to determine, in SBISD’s sole discretion, whether any covered employee(s) should be prohibited from serving at SBISD. SBISD will notify Contractor/Subcontractor of its determination.

(5) If SBISD at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at SBISD, in SBISD’s sole discretion, for any other reason, including, but not limited to, the employee’s qualifications, background, and experience, based on information gathered by SBISD through the procurement and/or contracting processes, SBISD will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

Vendor certifies that it will comply with the above requirements and further certifies (select one option below):

Contractor shall complete the “SBISD Contractor Criminal History Background Check Certification” form and upload a completed copy in PDF file format under the “Attachments” tab of SBISD’s online eBid system, listing the following information regarding each covered employee, so that SBISD may obtain the covered employees’ criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district).

If SBISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by SBISD through the procurement and/or contracting processes. Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at SBISD. Vendor also certifies to SBISD (and, in the case of a Subcontractor, certifies to Contractor and SBISD) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications/required information from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ Option A ☐ Option B ☐ Option C

(Required: Check only one)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature