San Antonio Independent School District
Procurement Services
514 W. Quincy Street
San Antonio Texas, 78212
Phone: 210-354-9060
Business Hours: 8:00 AM – 4:30 PM (CST)

RFP #26-038(RV)
(Request for Proposal)

The Proposal is a firm offer that shall be irrevocable and valid for 120 calendar days from the Proposal opening date.

ALL BID PRICES – F.O.B. DESTINATION – SHIPPING & HANDLING CHARGES PREPAID

Opening Date and Time:
Friday, December 11, 2026, at 4:00 pm (CST)

The San Antonio Independent School District (SAISD) requests interested parties to submit proposals for **"**E-Rate WAN-LAN Fiber Switches**"**. This award is contingent upon the availability of District funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on an "as needed" basis for District-wide use.

The attached **"General Terms & Conditions"** are an integral part of this RFP. **Note: Exceptions to the District's Terms and Conditions may be grounds for disqualification due to non-responsiveness.**

MANDATORY REQUIREMENTS: Insurance will be required. See item #60 in the General Terms and Conditions.

VENDOR QUESTIONS: All questions regarding this Request for Proposals must be addressed in written format through the Bonfire portal, **https://saisd.bonfirehub.com/portal** no later than **Tuesday, December 01, 2026, by 12:00 pm.** Response to questions will be issued in the form of an addendum and posted for viewing in the Bonfire Portal no later than **Friday, December 04, 2026, by 4:30 pm.**

OPENING DATE AND TIME: The submission must be uploaded in the Bonfire Portal https://saisd.bonfirehub.com/portal, submitted, and finalized prior to the opening date and time of **Friday, December 11, 2026, at 4:00 PM CST.** We strongly recommend that you give yourself sufficient time and at least ONE (1) hour before the deadline to begin the uploading process and to finalize your submission. If you experience technical difficulty when uploading your submission, please call Bonfire at 1-800-354-8010 ext.: 2 for assistance. **Bid Opening will be hosted In-Person at 1270 W. Summit Ave. SA, TX 78201, Conference Room 1006. *Please use the Intercom Button to be let into the building*. Proposals will be publicly opened, Offerors identified, and prices WILL NOT be disclosed until after evaluation and award.**

CONTRACT TERM: The contract shall be valid for one (1) year from date of Board of Trustees approval with the option to renew for four (4) additional one (1) year periods, based upon the original terms, conditions and pricing if mutually agreeable by both parties. Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

PROPOSAL ACKNOWLEDGEMENT

Name and Address of Bidder/Proposer: **(Please Print)**

Company Name:_____

Address:_____

City/State/Zip Code:_____

E-mail Address:_____

Telephone# (800 # if available):_____

Fax #:_____

BIDDER/PROPOSER AUTHORIZED TO SIGN:

Print Name:_____

Title:_____

Signature:_____Date_____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Print Name & Title:_____

Signature/Date Signed:_____

FOR SAISD OFFICE USE ONLY - NOTIFICATION OF AWARD

ITEMS AWARDED:_____BOARD APPROVED:_____TOTAL AMOUNT:_____

Revised: 11/14/16

SUBMITTAL INSTRUCTIONS: Vendor submittals must be uploaded as separate, signed .pdf/xls. files using the following structure: **Proposal 1st Page, Representation and Certification Form, Edgar Compliance Form, HB 89 Form, SB 252 Verification Form, Out of State Certification Form, Conflict of Interest Questionnaire (CIQ), Independent Contractor Criminal Background Statement, References (Past Performance Questionnaires-PPQs), Pricing & Addenda (if applicable)**. Responses not submitted as specified above may be deemed "non-responsive".

Vendors are prohibited from discussing any matters related to this formal solicitation during the District's formal evaluation process. Any violations will result in vendor disqualification. Reference attached Procurement Services General Terms & Conditions.

The District reserves the right to accept or reject any and all statements in whole or part of any or to discuss/negotiate separately in any manner necessary. Due to District's on-going construction projects and restructuring i.e. closure, realignment, relocation etc., service requirements are subject to change.

NON-CONFORMING TERMS & CONDITIONS – Proposer's submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If price, quality or delivery is affected, the bid/proposal will be deemed "non-responsive". The District's General and Special Terms and Conditions and Statement of Work (SOW)/Specifications will take precedence over the Bidder/Proposer's boilerplate conditions. The Offeror's "binder", cover letter, and/or standard statement of work, template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW)/Specifications of the District's solicitation document (RFP, IFB, RFO, RFP, etc.) take precedence.

MANDATORY REQUESTED FORMS

Proposers must provide the information requested on the following documents. If documents or attachments are missing or incomplete, the District reserves the right to disqualify the Vendor. The proposal may be deemed non-responsive for further consideration. Please reference the documents for additional instructions.

1. First Page of Bid - Proposal acknowledgement ..... Page 1
2. Representation and Certification Form ..... Pages 3-5
3. EDGAR Certification Form ..... Pages 6-14
4. HB 89 Form ..... Page 15
5. SB 252 Verification Form..... Page 16
6. Out of State Certification Form..... Page 17
7. Conflict of Interest Questionnaire (CIQ) Form ..... Pages 18-19
8. Independent Contractor Criminal Background Statement ……Page 20
9. Procurement Services - General Terms & Conditions..... Pages 21-30

REFERENCES

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

10. References – Past Performance Questionnaire.....Page 31-33

EVALUATION FACTORS AND STATEMENT OF WORK

11. Evaluation Criteria..... Page 34
12. Statement of Work..... Page 36
13. Price Sheet…… Separate attachment in Bonfire
14. All addenda that have been issued.

Representation and Certification Form

By submitting this offer, the Vendor certifies that he/she is a responsible, authorized officer of the company and certifies the accuracy of the following statements:

A. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "**Debarment and Suspension."** Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. 'Covered transactions' include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed $25,000 or meet certain other specified criteria. 2 CFR section 180.220 of the Government-wide Non-Procurement Debarment and Suspension Guidance contains those additional limited circumstances. All non-procurement transactions (i.e., sub-awards to sub-recipients), irrespective of award amount, are considered covered transactions.

B. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, **"Notification of Criminal History",** a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation. "Criminal Background Checks/Searches": Bidder/Proposer represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with Texas Education Code Chapter 22.

Check one:

1. __My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
2. __My firm is not owned nor operated by anyone who has been convicted of a felony.
3. __My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s):_____
Details of Conviction(s):_____

C. "**Non-Collusion Statement**" and "Anti-Lobbying Certification": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (An agreement between two or more persons to deceive the school district or defraud the school district of its rights) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the San Antonio Independent School District Board of Trustees between bid/proposal submission date and award by the Board.

D. **"Conflict of Interest":** (1) Neither an officer, agent, employee, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor (if the vendor is a sole proprietorship) is an SAISD employee or related by consanguinity (second degree) or marriage (first degree) to an SAISD employee.

(2) Neither an officer, agent, employee, affiliate, subsidiary, or stockholder (if vendor is a privately held corporation) of the vendor, nor has the vendor itself a conflict of interest in the performance of its contract with SAISD. Note: as used here, "conflict of interest" means a vendor (including its affiliates and subsidiaries) has an interest (financial or otherwise) that is inconsistent with its contractual obligations to SAISD, or the vendor's officer's, agent's, employee's, or stockholder's personal interests are contrary or inconsistent with the vendor's contractual obligations to SAISD.
(3) Vendor has timely submitted the required conflict of interest questionnaire (CIQ) in compliance with Chapter 176 of the Local Gov't Code and SAISD mandates. Note: Texas law requires vendors to file a CIQ adopted by the Texas Ethics Commission not later than the seventh business day after the date that the vendor: (i) begins discussions or negotiations to enter into a contract with SAISD; (ii) submits to SAISD an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with SAISD; or (iii) the date the person becomes aware of an employment or other business relationship with a SAISD officer, or a family member of the officer, or that the person has given one or more gifts to an SAISD officer of the District, or a family member of the officer. A vendor is further mandated by SAISD to file a CIQ thirty days before the vendor's contract term expires and a renewal is considered by SAISD. **Failure to timely file the CIQ will disqualify the vendor from being awarded a contract or having its contract renewed.** See SAISD Board Policy CHE (LEGAL) and the Texas Ethics Commission for additional information on the filing of a CIQ. ***Please complete the Conflict of Interest Questionnaire along with all other required documents to accompany bid/proposal submittal if applicable.***

E. Bidder/Proposer agrees to any Special **Terms & Conditions** (if applicable) of this bid/proposal and in case of conflict with other documents provided by Bidder/Proposer, these Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.

F. **"Insurance, and Bonds":** Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. SAISD may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

G. **"House Bill 89 (HB 89)",** Israel Boycott Prohibition Form: Under Texas law, this transaction requires the vendor to complete and return the enclosed verification form verifying that the vendor does not and will not boycott the State of Israel during the term of this transaction. This transaction cannot be completed without the return of a fully executed verification form.

H. **"House Bill 1295"** Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission's online filing application, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, printed out, signed, and notarized. San Antonio Independent School District (SAISD) is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits SAISD from executing a Board or Superintendent approved contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to SAISD. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.
Once a contract has been awarded, all notarized HB 1295 forms shall be mailed to 1270 W. Summit Ave., Suite #1004, San Antonio, TX 78201. Attn: Contract Management.

I. **"Senate Bill 252 (SB 252)"** updates state contracting law to prohibit governmental entities from contracting with companies engaged in business with Iran or designated foreign terrorist organizations. This transaction requires the vendor to complete and return the enclosed verification form verifying that Contract is not accompany 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 This transaction cannot be completed without the return of a fully executed verification form.

	Representation and Certification Description	YES, I agree	Initial
A.	Debarment and Suspension		
B.	Notification of Criminal History		
C.	Non-Collusion Statement		
D.	Conflict of Interest		
E.	Terms & Conditions		
F.	Insurance and Bonds		
G.	House Bill 89 "Israel Boycott Prohibition Form		
H.	House Bill 1295 "Disclosure of Interested Parties		
I.	Senate Bill 252		

Vendor agrees to comply with all Federal, State, and Local Laws, Rules, Regulations, and Ordinances, as applicable. It is further acknowledged that vendors certify compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: _____

Authorized Signature: _____

Title: _____

Address: _____

City, State, Zip Code: _____

DUNS #: _____

CAGE#: _____

SOLICITATION TITLE#: _____

This must be completed, signed, and returned with your submittal.

San Antonio Independent School District

FEDERAL PROCUREMENT CERTIFICATIONS
ADDENDUM FOR A CONTRACT FUNDED BY FEDERAL GRANT/FUNDS

The San Antonio Independent School District (SAISD) must ensure that all policies and procedures involving the expenditure of federal funds are compliant with the Education Department General Administrative Guidelines **(EDGAR)**. This process involves having Contractors expressly agree to comply with applicable EDGAR requirements as well as other commitments, as described below.

The following certifications and provisions govern (but only to the extent applicable to the contract, Contractor, SAISD or the project) when federal grant/funds will be expended pursuant to a contract resulting from a procurement under 2 C.F.R. § 200.326, and awarded by the SAISD to the Contractor. Contractor's subcontracts shall also be subject to and contain or incorporate all applicable certifications and provisions. This Addendum is incorporated into the contract between SAISD and the Contractor.

CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS FUNDED BY FEDERAL GRANTS/FUNDS
APPENDIX II TO 2 CFR PART 200

1 Contracts for more than the simplified acquisition threshold (the SAT, currently set at $250,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

In accordance with the provision above, SAISD hereby reserves all rights and remedies, in the event of breach of the contract by the Contractor, to which it is entitled under the contract (including, without limitation, the remedies set forth in the procurement specifications) and/or applicable laws and regulations.

2 Termination by SAISD for cause, for convenience or for non-appropriation, including the manner by which it will be affected and the basis for settlement (all contracts in excess of $10,000).

Pursuant to the provision above and subject provisions in the main body of the contract, when SAISD expends federal funds, SAISD reserves the right to immediately terminate the contact in the event of a breach or default of the contract by Contractor, such breach or default to include the following: Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) comply with applicable laws and Entity's policies or procedures; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SAISD also reserves the right to terminate the contract for convenience upon ten calendar days' written notice if SAISD believes, in its sole discretion, that it is in the best interest of SAISD to do so. SAISD may terminate for non-appropriation of sufficient federal funds to meet fiscal requirements of the contract. For termination by SAISD for convenience or non-appropriation, Contractor will be compensated for work performed and accepted and goods accepted by SAISD as of the termination date if the contract is terminated for convenience by SAISD. Any award under the procurement is not exclusive, and SAISD reserves the right to purchase goods and services from other Contractors when it is in SAISD's best interest.

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

During the performance of this contract, the Contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

> Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
>
> The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
>
> The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such

information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Pursuant to the provision above, when SAISD expends federal funds on any federally assisted construction contract, the foregoing equal opportunity clause is incorporated into the contract by reference.

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

The following is incorporated into the contract in compliance with the Davis-Bacon Act.
A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
C. Additionally, contractors are required to pay wages not less than once a week.

The following is incorporated into the contract in compliance with the Copeland "Anti-Kickback" Act.
A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as SAISD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Pursuant to the provision above, when SAISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair services, the Contractor will be in compliance with all applicable Davis-Bacon Act and Copeland "Anti-Kickback" Act provisions, including the foregoing provisions.

5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers

must include a provision for compliance with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. SAISD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Pursuant to the provisions above, Contractor certifies that Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the contract.

6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" in 37 CFR § 401.2 (a), and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding federal agency.

Pursuant to the provision above, the Contractor certifies that during the term of the contract from the procurement, the Contractor agrees to the incorporation of the foregoing provision into the contract, and Contractor agrees to comply as applicable.

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

Clean Air Act

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
B. The Contractor agrees to report each violation to the Contractor and understands and agrees that SAISD will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
C. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with the federal assistance provided.

Federal Water Pollution Control Act
A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
B. The Contractor agrees to report each violation to the Contractor and understands and agrees that SAISD will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
C. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with the federal assistance provided.

Pursuant to the provisions above, the Contractor certifies that during the term of the contract resulting from the procurement, the Contractor agrees to comply with all applicable requirements herein above.

8 DEBARMENT AND SUSPENSION (Executive Order 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 Order 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.

Suspension and Debarment
A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by SAISD. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SAISD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer or contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from the offer. The bidder or proposer or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Pursuant to the provisions above, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency to receive any federal award or to enter into a federally funded contract.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a

Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

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

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Pursuant to the provisions above, the Contractor certifies that it is in compliance and will comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

10 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

A. In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

B. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Pursuant to the provisions above, the Contractor certifies that it is in compliance and will comply with all applicable provisions of the Solid Waste Disposal Act, as amended.

11 DOMESTIC PREFERENCES FOR PROCUREMENTS. In accordance with 2 CFR § 200.322, as appropriate and to the extent consistent with law, SAISD will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12 EMPLOYMENT ELIGIBILITY VERIFICATION (FAR Subpart 22.18)

As applicable, and as a condition for the award of any Federal contract of $150,000 or greater, Contractor certifies that Contractor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

13 RECORDS RETENTION

Contractor certifies that it will comply with the applicable record retention requirements specified in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

14 CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS

When federal funds are expended by SAISD for any contract resulting from the procurement in excess of $50,000, the Contractor certifies that the Contractor is in compliance with all standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15, if and as applicable to the contract.

15 CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When SAISD expends federal funds for any contract resulting from the procurement, Contractor certifies that it will comply with the applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

16 CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

As applicable, Contractor certifies that Contractor is in compliance and will comply with all provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must follow the applicable procurement regulations calling for free and open competition.

17 CERTIFICATION OF ACCESS TO RECORDS (2 C.F.R. § 200.336)

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

18 CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Contractor agrees that all subcontracts it awards or enters under this Contract shall be bound by the terms and conditions set forth herein, and Contractor shall ensure such subcontracts are subject to these terms and conditions and include those terms and conditions required by applicable law and outlined herein above.

19 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

Contractor and Entity are prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain “covered telecommunications equipment or services” (as defined in section 889 of Public Law 115-232, and to also include systems that use covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system);

B. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 CFR § 200.216.

20 DISPUTE RESOLUTION

Informal Resolution. All claims or disputes regarding the contract or any issues related to the contract (the "**Dispute**") between SAISD and Contractor must be informally, but promptly, discussed in good faith by the parties in an attempt to resolve the Dispute.

Grievance Policy GF. If the Dispute is not resolved by informal discussion and the Contractor wants to continue attempts for a resolution, then the Contractor must timely pursue resolution via SAISD's grievance policy GF.

Mediation. If the Dispute remains unresolved after Contractor complies with and timely files a grievance through all steps of SAISD's grievance process, the Contractor must submit to SAISD Superintendent of Schools a written request for mediation if the Contractor wants to continue attempts for a resolution. This request must be submitted within thirty (30) calendar days after the later of the following dates: (i) the date the governing body issued a decision on the Dispute, or (ii) the date the decision at level two of the grievance process is deemed upheld. SAISD will notify the Contractor in writing, within sixty (60) calendar days after receipt of the request for mediation, whether or not SAISD agrees to mediate the Dispute. If SAISD rejects mediation, the Contractor may institute legal action solely on the Dispute as described in the timely filed grievance. If SAISD agrees to mediation: (i) the mediation becomes a condition precedent to legal proceedings by the Contractor against SAISD on the Dispute, (ii) the mediation must occur within ninety (90) calendar days after the date SAISD notified the Contractor agreeing to the mediation unless the parties agree otherwise, and (iii) the parties will equally share the costs for the mutually selected mediator.

By initialing and signing below, I certify, on behalf of Contractor, that the foregoing certifications and commitments have been reviewed, that Contractor fully understands what is required of it under such certifications and commitments, and that Contractor agrees to fully comply with all certifications and commitments without delay.

[The following must be completed and initialed by the Contractor's authorized representative.]

#	**Certification/Commitment**	**YES, understood and agreed** [mark with an X or ✓]	**Initials**
1	Remedies for Violation or Breach of Contract		
2	Termination for Cause/Convenience/Nonappropriation		
3	Equal Employment Opportunity		
4	Davis-Bacon Act		
5	Contract Work Hours and Safety Standards Act		
6	Rights to Inventions Made Under a Contract		
7	Clean Air Act and the Federal Water Pollution Control Act		
8	Debarment and Suspension		
9	Byrd Anti-Lobbying Amendment		
10	Procurement of Recovered Materials		

11	Domestic Preferences for Procurements		
12	Employment Eligibility Verification		
13	Records Retention		
14	Certification of Compliance with EPA Regulations		
15	Certification of Compliance with the Energy Policy and Conservation Act		
16	Certification of Compliance with Buy America Provisions		
17	Certification of Access to Records		
18	Certification of Applicability to Subcontractors		
19	Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services		
20	Dispute Resolution		

Contractor Name: _____
Signature of Authorized Representative: _____ Date _____
Printed Name: _____
Title: _____
Address: _____
City, State, Zip Code: _____
DUNS # _____
CAGE # _____
SOLICITATION TITLE _____

HB 89 FORM

Verification of Vendor
(TX Gov't Code § 2270.001)
(Included in All Applicable District Contracts for Goods and/or Services)

This Verification of Vendor is included in all contracts entered into by the San Antonio Independent School District, and its campuses and departments, for goods and/or services, as required by Chapter 2270 of the Texas Government Code.

The District is prohibited from entering into a contract with a company[1] for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel[2] and (2) will not boycott Israel during the term of the contract.

Accordingly, please complete the following verification, which is hereby incorporated by reference into the contract for goods and/or services with the San Antonio Independent School District**:**

VERIFICATION

*I hereby verify on behalf of*_____*that I am authorized to make this verification on the company's behalf and so verify that the company does not boycott Israel and that it will not boycott Israel during the term of its contract with the San Antonio Independent School District for goods and/or services.*

Signature of Verifier

_____

Printed Name of Verifier

_____

Title of Verifier

_____

Date of Verification

_____

This document no longer has to be notarized.

1. "Company" means a for-profit sole proprietorship, organization, 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 those entities or business associations that exist to make a profit.

2. "Boycott Israel" means refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflect economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel controlled territory, but does not include an-action made for ordinary business purposes.

SB 252 Verification Form

I, the undersigned vendor, do hereby certify and verify that Contract 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.

The undersigned verifies that: _____
(Insert Company Name Here)

1. does not have contracts; or
2. provide supplies or services to Foreign Terrorist Organizations

Dated this _____day of _____. 20__.

_____ _____
Signature of Company Representative Printed name of Company Representative

Out of State Certification

As defined by Texas House Bill 602, a "nonresident Proposer" means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

☐ I certify that my company is a **"Resident Proposer"**:

_____
Company Name (Please Print)

☐ I certify that my company qualifies as a **"Nonresident Proposer"**
(NOTE: You must furnish the following information:)

Indicate the following information for your **"Resident State"**: (The state your principal place of business is located in)

_____ _____
Company Name Address

_____ _____ _____
City State Zip Code

A. Does your "resident state" require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the state in which the principal place of business is located.)

- ❑ Yes
- ❑ No

B. What is the prescribed amount or percentage? $_____ or _____%

Certification: I certify that the information provided above is correct.

_____
Signature of Authorized Representative

_____ _____
Name (Please Print) Title

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT COMPLETE AS INDICATED
NO CONFLICT – Line 1: Company Name; Line 3: None; Line 7: Sign and Date
CONFLICT – Line 1: Company Name; Lines 2, 3, 4, 5, & 6: Answer Question; Line 7: Sign and Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICEUSEONLY

Date Received

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

2

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

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

_____
Name of Officer

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

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

Yes No

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

Yes No

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

6

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

INFORMATION PAGE CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter176of the Local Government Code maybe found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

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

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

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: the vendor:
(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.
(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-monthperiod preceding the date the officer becomes aware that:
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a complete conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A).
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:
(A) begins discussions or negotiations to enter a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a).
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

Instructions to School District Vendors Regarding Criminal History Background Searches Under Senate Bill 9

Senate Bill 9 directs school district contractors/subcontractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT).

The vendor point of contact will be responsible to contact Procurement Services for additional information. Please call (210) 354-9060 ext: 52507

Name of Contractor/Vendor: _____

Signature: _____

Name (Print): _____

Title: _____

General Terms & Conditions

1. **Acceptance of Bid/Proposal Content -** These general conditions govern the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Bidder/Proposer has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of a Bidder/Proposer to accept these conditions in a final contract shall result in cancellation of award.

2. **Responsiveness -** It is the Bidder/Proposer's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions will result in disqualification.

3. **Bid/Proposal Form Submission - Proposals and all required documents** must be uploaded to the Bonfire Portal **https://saisd.bonfirehub.com/portal** submitted and finalized prior to the Closing Time. Vendor submittals must be uploaded as separate, signed .pdf files using the following structure: **Proposal 1st Page, Representation and Certification, Edgar Compliance, HB 89, Out of State Certification, Conflict of Interest Questionnaire (CIQ), SWMBE Program Identification, SB 252 Verification Form, Pricing & Addenda (if applicable)**. Responses not submitted as specified above may be deemed "non-responsive".

4. **Late Submission -** Bids/proposals received after the time and date specified will **not** be accepted.

5. **Instructions to Bidder/Proposer -** Facsimile (fax) bids/proposals will **not** be accepted.

6. **Instructions to Bidder/Proposer -** All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Bidder must submit prices and other information required in the proper spaces on the bid/proposal forms provided. Deviation may result in disqualification of the bid/proposal.

7. **Acknowledgement of Addendums -** Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed "Sealed Bid/Proposal" form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum **is not returned**, the bid/proposal **may be** disqualified. Addendum will be issued through the Bonfire Portal, **https://saisd.bonfirehub.com/portal** under "Supporting Documentation". Vendors must monitor on a daily basis the Bonfire Portal for Addendum(s).

8. **Alternative Bids -** No alternate bids/proposals will be accepted, unless otherwise stated in the bid/proposal.

9. **Instructions to Bidder/Proposer -** Awarded vendors are solely responsible for notifying the Procurement Services, Contract Management, of any changes, in writing, to the company's name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.

10. **Substitutions -** The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless **"NO SUBSTITUTE"** is specified. No substitutions or cancellations are permitted after award without written approval by the Director, Procurement Services or designee.

11. **Brand Name or Equal -** The use of brand/models in the bid/proposal is to establish a standard of quality, workmanship, performance, etc. Bidders may bid brands/models they deem equivalent or equal to those shown on the bid/proposal. The burden of proof of equivalency or "Equal or" is upon the Bidder. The Bidder must specify make or model even if bidding the brand specified or a product "Equal or". Do not state "As Specified" or "Equal". Vendor(s) submitting brands or models other than those specified may be requested to furnish samples of their offerings.

12. **Receipt and Opening of Bids** – (1) Bids (i.e., Bidders from IFBs) will be publicly opened, Bidders identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs and RFQs) will be publicly opened, Offerors identified, and prices will NOT be disclosed until after evaluation and award. (3) All Bidders received in response to solicitation documents (IFBs, RFPs and RFQs) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.

13. **Tax Exemption** – The School District is exempt from Texas State and Local Sales Tax and Federal Excise – IAW Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57th Legislature, first Called Session, 1961 – **DO NOT INCLUDE TAX IN YOUR BID OR PROPOSAL.**

14. **Informalities and Irregularities -** The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, extend due date(s), or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the best interest of the District. The Director, Procurement Services shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility will be grounds for a determination of non-responsibility.

15. **Employee Discrimination -** During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.

16. **Bid Withdrawal -** A Bidder/Proposer may withdraw bid/proposal upon written request at any time prior to the bid/proposal opening date & time or withdrawn via the Bonfire Portal. Bids/Proposals cannot be amended or altered, except to correct price extension errors, after the opening date and time.

17. **Evaluation Criteria –** Pursuant to the **Texas Education Code 44.031 (a) and (b),** the District shall evaluate and consider: the purchase price, the reputation of the vendor and of the vendor's goods or services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the vendor's references, the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, any other relevant factor specifically listed in the request for bids or proposals (offers, programs and services in addition to statement of work; value added incentives beneficial to SAISD). The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation factors.

18. **Recovery of Money -** If the Bidder/Proposer fails to deliver both the quality and quantity of items on which the award was made in the manner specified in the contract, SAISD reserves the right to purchase the specified goods/services on the open market and vendor agrees to allow SAISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.

19. **Child Support Certification -** Pursuant to Section 231.006, "Family Code", the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan or payment, and acknowledge that this contract may be terminated, and payment withheld if this certification is inaccurate.

20. **Purchase Orders -** Successful vendor **shall not** begin work/services or deliver merchandise without a signed purchased order.

21. **Indebtedness -** Because fiscal responsibility is a criterion, if the vendor is indebted to the District, including but limited to, being delinquent on the payment of property taxes, the District may withhold awarding a contract to the vendor and refuse to enter a contract with the vendor. Further, if the vendor becomes indebted to the District after a contract is entered, then District will withhold renewing the contract.

22. **Assignment Delegation -** No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Director, Procurement Services or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 1270 W. Summit Ave, San Antonio, TX 78201. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.

23. **Termination -** The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
    a) District may cancel or terminate the award or agreement for convenience, with or without preference upon 30 day written notice.
    b) During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.

c) Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
d) District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
e) District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.

24. **Force Majeure -** The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

25. **Indemnification -** Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.

26. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in San Antonio, Bexar County, Texas.

27. **Right of Inspection** - The District has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the District reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and the Seller assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or invoke any of its remedies.

28. **Qualification of Bidder/Proposer –** The School District will use a Request For Information as an "expressing of interest" to announce the intent of the District to solicit Offers or Proposals for certain products and/or services and to request that interested vendors advise the District of their interest. <u>This is a flexible instrument that conveys no commitment on the part of either the District or the vendors.</u> It is used merely to collect information.

29. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.

30. **Title and Risk of Loss** - The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery.

31. **Proprietary Information –** Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.

32. **Out of State Vendors** - The "Reciprocity Rule" applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.

33. **Gratuities** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this revision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

34. **Special Tools and Test Equipment** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

35. **Oral Statement -** This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.

36. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60) days written notification of intent.

37. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

38. **Waiver** – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.

39. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the SAISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.

40. **Invoices and Payments -** Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered. All invoices must be mailed to: San Antonio Independent School District, Attn: Accounts Payable, 514 W. Quincy St., San Antonio, Texas 78212. All invoices must reference a Purchase Order number assigned by SAISD.

41. **Prompt Payment Discounts** – Bidders/Proposers are encouraged to offer discounts for large one time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid, but will be part of any contract issued, with the exception of catalog discount bids.

42. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.

43. **Contract Extensions (option year(s))** - Any contract may be extended beyond the base year(s) in writing via an addendum by the School District with mutual agreement between the parties.

44. **Instructions to Bidder/Proposer -** The SAISD at its discretion may purchase from existing bids/proposals and/or issue other bids/quotes for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the school district.

45. **Ethics in Public Contracting –** School District employees are prohibited from receiving, soliciting any gifts, inducement or kickbacks.

46. **Delivery Terms** - If a delivery is to be made to a location other than the Procurement Services Department, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. Contractor is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.

47. **Firm Price Period -** Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for Board of Trustees approval.

48. **Instructions to Bidder/Proposer -** SAISD reserve the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.

49. **Appeal Process** – A protest shall be in writing and shall be filed with the Procurement Services Director. A protest of a bid/proposal shall be received at the Office of Procurement Services.

50. **Miscellaneous Requirement –** The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, workflow charts, templates, third-party documents, end-user license agreements, "shrink-wrap" and/or "click-wrap" licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents.

51. **Contract Documents and Order of Precedence** - Contract Documents are the documents that comprise the basis of contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District's solicitation document (IFB, RFP, RFQ); the Offeror's response to the solicitation document; and the notice of award or acceptance by the District. In more complex contracts, Contract Documents may be identified in the District's notice of award or acceptance and may include the District's solicitation document (IFB, RFP, RFQ); the Offeror's response to the solicitation document; the District's request for Best and Final Offer (BAFO); the Offeror's response to the BAFO; and the notice of award or acceptance by the District.

a) Offeror will ensure the District's terms and conditions, statement of work/specifications, and Contract Documents order of precedence flow-down to Offeror's subcontractors, agents, and/or third-party business "partners".
b) Regardless of the documents comprising the Contract Documents, the District's solicitation document (to include the SOW/Specifications and Terms and Conditions) take precedence over other Contract Documents (regardless of date).
c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract's SOW/Specifications in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW/Specifications) do not change nor replace existing Contract language nor do they supersede or change precedence of the Contract Documents. Any attempt by the Offeror and/or its subcontractors, agents, third parties, etc. to submit or introduce documents that supersede or take precedence over the Contract Documents may be declared null and void by the District.
d) The District does not intend to surrender or reduce any of its sovereign or contractual rights provided under Federal and/or Texas statute(s) and any attempt by the Offeror or any third-party to do so is null and void.

52. **F.O.B. Destination (Free on Board) –** Quote F.O.B. destination for all competitive bids/proposals.

53. **Responsibility for Actions -** Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.

54. **Criminal Background Check –** All vendors, contractors and their subcontractors hereinafter called ("service contractor"), must comply with the requirements of Senate Bill 9, promulgated by the 80th Legislature of the State of Texas. The requirements apply to service contractors whose employees, hereinafter called ("covered persons"), will have continuing duties related to the contracted services and who will have direct contact with students. Such service contractors who employ a covered person will have to conduct criminal background checks on those employees who are covered persons. If the covered person was hired by the service contractor before January 1, 2008, the service contractor must certify to the District that the service contractor has obtained the criminal history record information from any law enforcement or criminal justice agency or a private consumer reporting agency governed by the Fair Credit Reporting Act, 15 U.S.C 1681 et seq. for the covered person. A covered person is considered to have been employed by a service contractor as of the date the covered person first provided services for compensation.

If the covered person was hired on or after January 1, 2008, the employer shall obtain the criminal history record information through the criminal history clearinghouse maintained by the Texas Department of Public Safety as provided by Government Code 411.0845. A covered person is considered to have been offered employment as of the date the covered person accepted an offer from the service contractor for a specific job position or a specific project that is to begin on a date that is certain or reasonably ascertainable. For covered persons hired on or after January 1, 2008, fingerprinting and photographing of the covered person may be necessary.

DEFINITIONS:

Continuing duties related to the contracted services shall mean work duties that have been or will be performed on District property on a regular and repeated basis, rather than on a one time or infrequent basis. **Covered person** shall mean an individual who is not an applicant for or a holder of a certificate under Education Code Chapter 21, Subchapter B; is employed or offered employment by a service contractor or is an independent contractor of the District and who has or will have

continuing duties related to the contracted services and who has or will have direct contact with students. The covered person also includes a minor who is not a student of the District. **Service Contractors** shall mean vendors, independent contractors and their subcontractors, and third part service providers who are compensated by the District for services rendered. **Direct contact** shall mean verbal or physical interaction with one or more students that is necessary for the performance of contracted services, or that provides substantial opportunity for unsupervised interaction with students. Student contact that is incidental to the performance of contracted services, including incidental contact that results from services that do not provide the 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 direct contact with students. **Disqualifying Conviction** shall mean a felon offense under Title 5, Penal Code; (these are offenses against the person, such as criminal homicide, kidnapping and unlawful restraint, trafficking of persons, sexual offenses and assaultive offenses); an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or an equivalent offense under federal law or the laws of another state if, at the time of the offense, the victim was under 18 years of age or was enrolled in a public school.

SERVICE CONTRACTOR RESPONSIBILITIES:

A service contractor shall obtain all required criminal history record information, as described above, that is related to a covered person employed by the service contractor or a subcontractor of the service contractor. If a service contractor determines that a person who provides any of the contracted services is not a covered person because the person does not have continuing duties related to the contracted services, or does not have direct contact with students, the service contractor shall make reasonable efforts to ensure that such persons do not in fact have continuing duties or direct contact. A service contractor shall certify, using a District provided form, to the District that is has obtained all criminal history record information related to covered persons, and that is has taken reasonable steps to ensure that its employees who are deemed not to be covered persons do not have continuing duties related to the contract services or direct contact with students. A service contractor shall not permit a covered person to provide services at the District if the covered person has a disqualifying conviction.

55. **Unauthorized Purchases -** By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to SAISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or un-returned goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District's Finance Division will not issue payment for goods and services delivered without an official purchase order.

56. **Discount Purchases** - Zero (0) percent discounts may not be considered for contract award. SAISD may select several of the most qualified/responsive vendors offering the most competitive pricing. Bidders may submit a catalog or price list, if applicable, with the bid for evaluation purposes. Failure to submit a catalog may result in disqualification. Bids shall be awarded to the vendor(s), as determined by the District, offering the most competitive pricing based upon a comparative analysis of each vendor's manufacturer/catalog pricing.

57. **Bonds -** Cashier's Check, Bid Bond or Irrevocable Letter of Credit:

a) Cashier's check or bid bond is required with bid of $10,000.00 or more.
b) Each bid shall be accompanied by either a cashier's check or Surety Company bid bond in the amount of not less than five (5) percent of total bid/proposal amount. Check or bond shall be payable to the SAISD as payee or oblige, and shall be effective once the bids are opened. If the vendor submits a Cashier's Check in lieu of a Bid Bond the following statement must be typed at the bottom left hand side of the Cashier's Check: "In Lieu of Bid Bond". Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.
c) Such checks or bid bonds will be returned to all except the three lowest bidders after the opening of the bids; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to SAISD may be forfeited in whole or in part if the vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required by the Procurement Services General Terms and Conditions within ten (10) working days from date of Notice of Award.
d) If any such bid bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
e) If an Irrevocable Letter of Credit is submitted in lieu of a Cashier's Check or Bid Bond the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to SAISD in the amount of not less than five (5) percent of total bid/proposal amount. The letter must state "Irrevocable" in order to satisfy the District's

surety requirement. In the event the contract is not awarded to the applicable vendor, the original letter of credit will be returned to the unsuccessful vendor.

58. **Bonds:**

a) In General: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in TEX. PROP. CODE §§53.201-53.239, as amended, and shall (1) name obligees; the Owner and the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a "B+" rating or better as issued by A.M Best & Co.

b) Reinsurance: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety's capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to SAISD's acceptance of the bond.

c) Venue: If any suit shall be instituted against a surety, guarantee, or Fidelity Company by SAISD, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.

59. **Performance & Payment Bonds or Irrevocable Letter of Credit:**

a) Are required on contracts for $25,000.00 or more.

b) Bidder agrees that upon award of contract, bidder will execute and submit the required documents within ten (10) working days from date of Notice of Award. Bidder shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the School District. "The District reserves the right to automatically revoke Board Award if the vendor does not provide Performance and Payment Bonds within ten (10) working days from date of Notice of Award."

c) Successful bidder shall furnish a performance and a payment bond executed by a surety acceptable to the SAISD in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.

d) Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.

e) The District may accept an Irrevocable Letter of Credit for low risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted in lieu of Performance Bond, based upon the District's determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to SAISD in the amount of 100% of total bid/proposal amount. The District reserves the right to automatically revoke Board Award if the vendor does not provide an Irrevocable Letter of Credit within ten (10) working days from date of Notice of Award. The Letter of Credit will be returned to the unsuccessful vendor(s) within 10 working days after contract award. Vendor must enclose a self-addressed stamped envelope for return of letter. If the successful vendor(s) does not execute a contract and post the applicable Insurance Certificate required by the Procurement Services General Terms and Conditions within ten (10) working days from date of Notice of Award, the District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.

60. **Insurance:**

a) The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best Rating of the insurance company to determine the company's acceptability to the School District.

b) An original certificate of insurance confirming coverage must be submitted to the School District within ten (10) working days from date of Notice of Award. "The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from date of Notice of Award."

c) Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the San Antonio Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage and waive subrogation

in favor of the San Antonio Independent School District. The certificate(s) of insurance provided the San Antonio Independent School District by the Contractor must reflect the above-stated requirements.

d) Failure to submit and maintain valid insurance/bonding constitutes a breach of contract and may result in contract termination in the best interest of the District.

NOTE: THE FOLLOWING REQUIREMENTS HAVE BEEN REVISED (FEBRUARY 1992). BIDDERS ARE DIRECTED TO REVIEW THESE PROVISIONS CAREFULLY.

Insurance coverage and liability limits shall be not less than the following:

	COVERAGE	LIMITS
A.	**COMPREHENSIVE AUTOMOBILE LIABILITY**	$500,000.00 CSL (Combined Single Limits) or $250,000/$500,000 BI/ $100,000 PD BI=Bodily Injury, PD=Property Damage

Business (Commercial) Automobile Liability Insurance coverage is required for all owned, non-owned and hired vehicles. No deletions/exclusions from standard coverage form allowed without written consent from the San Antonio Independent School District, Procurement Services Department.

Must Include Owned, Hired, and Non-Owned Automobiles

B.	**COMPREHENSIVE GENERAL LIABILITY EACH OCCURRENCE**	$500,000.00 CSL (Combined Single Limits) or $500,000 BI/$100,000 PD
	General Aggregate	$1,000,000.00

Independent Contractor Coverage (same as above) if Sub-Contractors are used.

FOR CONTRACTS OF $25,000.00 OR MORE:

In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of $1,000,000.00 is required for contracts of $25,000.00 or more, unless Comprehensive General Liability limits of $1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement.

C. WORKER'S COMPENSATION INSURANCE

The Texas Labor Code requires worker's compensation insurance for all persons providing services on a building or construction projects. The San Antonio Independent School District requires the prime contractor to:

a) Provide certificates of coverage for the contractor's employees to the Procurement Services Department.
b) Provide certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
c) Retain copies of the above certificates of coverage for the duration of the project, plus one year.
d) Notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affects the coverage of any person providing services on the project.
e) Provide new certificate at least thirty (30) days prior to the expiration of coverage period.
f) Obtain and provide new certificates of coverage for each person providing services on the project whose current certificate ends during the duration of the project.
g) Post a notice on each project site in the text, form, and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

Persons providing "services" on the project includes all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "Services" include without

limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)

D. PROFESSIONAL LIABILITY

a) "Provide proof of professional liability/errors omissions in the amount of $500,000 for the past year and history of all claims. Note any and all allegations and convictions of felonies related to the firm's owners or operators and include a general description of the conduct resulting in the allegation or conviction of each felony.

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

62. **Administrative Reference Manual (ARM)** - SAISD's Child Nutrition Services fully complies with the Texas Department of Agriculture's Administrative Reference Manual, Section 17 that contains State and regulatory guidance for standard operations. See link: https://squaremeals.org/Programs/NationalSchoolLunchProgram/PolicyARM.aspx

63. **Instructions to Bidder/Proposer -** The quantities of products noted in the minimum specifications portion of this document are estimates only and not necessarily purchased by this contract. Specific quantities will be noted on subsequent purchase/delivery orders issued under this contract. If the District's requirements do not result in orders in the quantities described as "estimated" in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment.

64. **Liquidated Damages -** If the successful offeror fails to deliver or defaults on this contract within the time specified in the contract, the offeror shall pay (or have withheld from payments due), at the option of SAISD, to SAISD as liquidated damages $300 per delivery order. Offeror agrees that this is a reasonable cost to compensate SAISD for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude SAISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to SAISD.

65. **Instructions to Bidder/Proposer** - All bids/proposals must be complete and convey all of the information requested in order to be considered responsive. If the bid/proposal fails to conform to the essential requirements of the bid/proposal solicitation, the District alone will determine whether the variance is significant enough to consider whether or not the bid/proposal is acceptable and therefore a candidate for further consideration.

66. **Warranty** – The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties available to any customer for same or similar supplies or services.

67. **Copyright –** Any original work or design created on behalf on the San Antonio Independent School District shall be considered a "work made for hire" under the United States Copyright Act and shall be the sole property of the San Antonio Independent School District and all right, title and interest therein, including copyright, shall solely vest in the District.

68. **Instructions to Bidder/Proposer** - SAISD is tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure SAISD that Bidder's employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by SAISD that the employee must be immediately restricted from all SAISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with SAISD.

69. **Contact with SAISD –** Bidder/Offeror/Proposer/Vendor will direct all questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD's Director of Procurement Services. Bidder/Offeror/Proposer/Vendor or agents will have no direct contact with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD's Director of Procurement Services prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.

70. **Prohibited Communications – "During Blackout Period" -** The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any SAISD Board members, district employees and any contractor involved in any step in the

procurement process about the affected procurement. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the General Terms and Conditions listed in the solicitation. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation and end when the contract is awarded.
In those instances, in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

71. **Other Applicable Laws –** Any provision required being included in a contract of this type by any applicable and valid Executive order, federal, state or local law ordinance, rule or regulation shall be deemed to be incorporated herein.

72. **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance:**

a) *Membership*. San Antonio ISD 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.

b) *Adoption of Awarded Contracts*. In support of this collaborative effort, all awards made by San Antonio ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district’s policies. There is no obligation 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.

c) *Document Sharing between Members.* 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.

d) *Adopted Contract Management*. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. 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.

San Antonio Independent School District
Past Performance Questionnaire (PPQ)
RFP #26-038 (RV) "E-Rate WAN-LAN Fiber Switches "

(No other reference forms will be accepted. Must be SAISD PPQ Form)

Instructions to Offeror for sending Reference Questionnaire Forms:

Prepare and send a reference questionnaire package for each project you list as a reference for the Past Performance evaluation factor. You will upload the PPQ's into Bonfire under the Requested Information tab. **If you do not submit any PPQ's, you will not receive any points during the evaluation.**

The past performance questionnaire must be independently completed by the offeror's client references. Offerors are responsible for ensuring that their client references complete this questionnaire. Procurement Services will not receive any PPQ's separately.

A list of at least three (3) Non-SAISD references from current customers. References must include Educational Agencies (K-12 preferred), Government Agencies and/or firms, which are substantially serviced by the Proposer (references most similar to SAISD must be provided).

It is the Offeror's responsibility to follow-up and to encourage references to return their questionnaire to your company.

NAME OF PROPOSER: _____

Phone:_____ Fax:_____ E-Mail: _____

I. Past/Current Reference Information

1. Contract or Identifying Number: _____
2. Contract Value: _____
3. Period of Performance: _____
4. Brief description of items provided:

_____

_____

_____

5. Name of Person Completing Questionnaire: _____

   Agency/Company:

_____

   Title:_____ Phone: _____

   E-mail: _____

II. EVALUATION. Please rate the Proposer utilizing the guide below. Explanatory narratives for as many responses as possible would be appreciated. These narratives need not be lengthy, just detailed. Attach additional pages if more space is needed.

Evaluation Definitions – The following definitions should be used in the assessment of Contractor performance.

EXCEPTIONAL	Performance EXCEEDS MOST contractual requirements. The performance of areas being assessed was accomplished with few minor issues or concerns.
VERY GOOD	Performance EXCEEDS SOME contractual requirements. The performance of areas being assessed was accomplished with few minor issues or concerns, for which the Contractor's corrective actions were highly effective.
SATISFACTORY	Performance MEETS contractual requirements. The performance of the areas being assessed contains minor issues or concerns, for which corrective actions taken by the Contractor were effective.
MARGINAL	Performance MEETS SOME contractual requirements. The performance of the areas being assessed includes significant problems, issues, or concerns for which corrective actions taken by the Contractor were only somewhat effective.
UNSATISFACTORY	Performance DOES NOT MEET contractual requirement. The performance of the areas being assessed includes serious problems, issues, or concerns for which the Contractor's corrective actions. were ineffective.
NOT APPLICABLE (N/A)	Performance information not recent or relevant as defined in the Solicitation. Unable to provide assessment.

Past Performance Evaluation

1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?

2. When did this work take place?

3. What was the quality of the vendor's services and goods to your District/Company?

4. Did the service and goods meet your expectations?

5. Was the work completed in a timely manner?

6. Would you recommend the vendor for future work within your District/company? Why or why not?

7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed?

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory

General Comments

Evaluation Criteria

It is the intent of the District to award this RFP based on the **Best Overall Value to the District** and the determination of responsibility or non-responsibility of Proposer as the law allows. Each Proposer shall furnish to the SAISD, all such information and data requested by the SAISD to help in determining the Proposer's qualifications and responsibility. The District reserves the right to negotiate separately with any Proposer(s) in any manner necessary to serve the interests of the District.

All prospective Proposers are advised no contract will be created between the District and a prospective Proposer simply by virtue of said Proposer's submission of the lowest responsible proposal, or submission of the lowest priced proposal. The District expressly retains its authority and ability to select and/or reject all proposals. The District shall evaluate and consider all proposals based on a combination of factors, including price and other factors in determining which proposal provides the best overall value to the District. The District must consider any of the following in determining to whom to award a contract.

Evaluation and Selection Process

San Antonio ISD will conduct a comprehensive evaluation of all submissions received in response to this RFP. The Owner will appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness, qualifications under the RFP and Respondent's proposed plan. At that time, negotiations will be conducted, and a contract will be executed.

An Evaluation Committee will evaluate the proposals against the following weighted criteria:

1. Purchase Price ..... 38 pts
2. Reputation of the vendor and of the vendor's goods or services ..... 12 pts
3. Quality/Extent to which the goods or services meet the District's needs..... 30 pts
4. The total long-term cost to the district to acquire the vendor's goods or services..... ..6 pts
5. Vendor's Past Relationship with the District..... 5 pts
6. References (Past Performance Questionnaire-(PPQ's)…(must have at least 3). ..... 5 pts
7. Any other relevant factor specifically listed in the request for bids or proposals.....4 pts
   (Offers, programs and services in addition to statement of work; value added incentives beneficial to SAISD.)

Notice: *The evaluation and scoring shown on this evaluation document are preliminary results and are not final. This evaluation and scoring may be subject to re-evaluation, re-scoring, and/or re-examined considering additional evaluation information, such as applicable law/regulations or through a Best and Final Offer (BAFO) process. Evaluations and scoring results are not final until the evaluation process officially concludes.*

Proposer(s) scoring highest based upon the Evaluation Criteria will be selected to participate in this final analysis of proposals. Qualifications and suitability of the proposed service and not price alone shall be considered in the acceptance of proposals. The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation criteria.

SAISD may request a written interpretation from a Proposer of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation and may act upon such written interpretation.

SAISD shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required documents; to reject a proposal, which is in any way incomplete, irregular, or nonconforming; or to reject a proposal, which may otherwise be legally rejected for any reason. SAISD may waive any informality in any proposal to the fullest extent permitted by applicable law.

The contents of the proposal submitted by the successful Proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Proposer will be expected to sign a contract with the District.

Best Value Incentives

In this section you should list any best value incentives you can offer SAISD. Examples of incentives would be to include as part of the proposal, additional services at no additional cost, reduced costs in subsequent years, etc. These incentives must be clearly enumerated in your response. The response must provide a description of each incentive indicating particulars such as amounts, times, etc.

The Proposer must include a summary in this section of all Best Value Incentives being offered along with Proposer's cost and the cost to SAISD, if any. This information may be used in determining award of this RFP. Please see the example summary below for one sample type incentive.

Example of a Best Value Incentive Summary

Incentives	Proposer's Cost	SAISD Cost
Additional Services	$ 10,000.00	$ -

Receipt and Opening Offers

Bids (i.e., Bidders from IFBs) will be publicly opened, Bidders identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified.

Proposals (i.e., Offers from RFPs and RFPs) will be publicly opened, Offerors identified, and prices will NOT be disclosed until after evaluation and award.

All Bidders received in response to solicitation documents (IFBs, RFPs and RFPs) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.

Prohibited Communications – "During Blackout Period"

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any SAISD Board members, district employees and any contractor involved in any step in the procurement process about the affected procurement. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the General Terms and Conditions listed in the solicitation (provided below). All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation and end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

General Terms & Conditions, "Contact with SAISD" *– Bidder/Offeror/Proposer/Vendor will direct* ***all*** *questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD's Director of Procurement Services. Bidder/Offeror/Proposer/Vendor or agents will have* ***no direct contact*** *with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, etc. without coordinating such contact with SAISD's Director of Procurement Services prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.*

Background

The San Antonio Independent School District is a large urban school district (K-12) with approximately 45,000 students and is the third largest public-school system in the Bexar County area. SAISD provides a comprehensive instructional program and related services for students from pre-kindergarten through 12th grade, including a College Preparatory Curriculum, Magnet Programs, and Specialized Schools as options for Middle and High School students, Career and Technology Education, Bilingual Education, Special Education, and variety extracurricular opportunities.

Statement of Work

SAISD is seeking fiber switches to replace the district's existing equipment to fulfill the connection within the campus between IDFs and the MDF as well as to connect the campus to the Internet. This includes equipment and an option for the services of configuration and installation. Installation should include the racking of awarded equipment, the labeling and migration of patch cables from existing to awarded equipment (removing unused cables as required), and removal of existing equipment for disposal; power cables also to be labeled at both ends (ex. 9500-1a, 9500-1b). Equipment quantities listed on the Price Proposal form are estimated quantities. Exact quantities ordered may differ from the quantities listed here. Installation pricing should be based on both individual installation and project installations.

Solution must:

- Be able to support 10Gig, single and multimode SFPs uplink ports
- Be stackable; provide explanation of how solutions will be interconnected if odd number of switches is required, such as, solution only allows switches to be stacked in pairs and three switches are required, how would these be connected. Proposer will provide the following information:
  - Maximum supported members
  - In-service software upgrade capability
  - Whether mixed models are supported
  - Maximum stacking-cable distance
  - Required licenses
  - Consequences of a stack split or member failure
- Proposed LAN fiber switches must operate with the downstream access switches within the campus IDFs using industry-standard fiber optics and routing, VLAN, spanning-tree, link-aggregation, authentication, telemetry, and management protocols specified in this RFP. The Proposer shall describe all limitations, proprietary dependencies, and additional components required for interoperability.
- Current core routing infrastructure utilizes EIGRP, if proposed fiber switches utilize a protocol other than EIGRP, proposal must include solution for redesign of the core routing infrastructure and any associated costs.

No purchases are guaranteed. All purchases made via this proposal are contingent upon the availability of District funding and Board approval. The district will evaluate cost for configuration and installation services. The district may choose to award services if deemed cost effective. Purchases may consist of all, some, or none of the indicated items or quantities.

Port counts may change, requiring proposed devices to be exchanged for larger or lesser ports.

Special Requirements

- Proposer must have at least three (3) years' experience and knowledge with Aruba or Cisco

products.

- The successful Proposer must have an Aruba Certified Switching Expert (ACSX) or Cisco Certified Internetwork Expert (CCIE) Router/Switch or manufacturer equivalent on staff appropriate to the solution being bid, at the time of the proposal opening and thereafter, until all work relating to this proposal is complete. All references to certifications should be construed as manufacturer neutral. Accordingly, demonstration of the proposed manufacturer equivalent certification will be required. This requirement may be met through partnerships or subcontractors.
- All Proposers must utilize NON-SAISD references.

Section A: Special Conditions

1. All requirements, including equipment delivery, installation and configuration, must be completed in accordance with district or E-rate guidelines, as appropriate.
2. SAISD requests Service Provider Invoice (SPI) method of payment for E-Rate projects. SAISD will pay our discounted portion (based on Schools and Libraries Division (SLD) discount) of the total offer costs, according to E-Rate program rules and regulations. The remaining percentage of the total cost offered will be requested by the proposer directly from SLD.

For E-Rate purchases, Proposer must comply with the following additional requirements:

a. Valid SPIN and current E-Rate eligibility.
b. Compliance with FCC, USAC, state, and local competitive-bidding rules.
c. Separate line-item pricing for eligible and ineligible products and services.
d. Cost allocation for partially eligible components.
e. Separate hardware, licensing, support, configuration, installation, freight, and taxes.
f. Cooperation with SPI invoicing and audits.
g. No billing before delivery and SAISD acceptance.
h. No substitutions without written approval and E-Rate review.
i. Document retention for the applicable E-Rate retention period.
j. Funding-contingency and non-appropriation language.
k. Acknowledgment that SAISD does not guarantee funding approval or quantities.
l. Requirement to extend pricing through the anticipated funding and implementation period.
m. Identification of dependencies that could affect eligible-services delivery.

3. The district will evaluate cost for configuration and installation services. The district reserves the right to award only the purchase of equipment or services.
4. SAISD reserves the right to award this Proposal to a single vendor, award to multiple vendors, and/or award to vendors for hardware and not services, services to another vendor without hardware.
5. Proposal will be classified as “Not as Specified” if, in the judgment of the appropriate District personnel, items being proposed varies substantially from the specifications identified herein.
6. Subcontractor(s).

- The Proposer is required to submit a List of Subcontractor(s), they plan to use for the project.
- SAISD reserves the right to disapprove the Proposer’s use of specific Subcontractor(s) with a (30) thirty-day written notice.

7. Right to Cancel. SAISD reserves the right to cancel this contract with (30) thirty-day written notice if the Proposer fails to comply with the terms and conditions of this proposal.
8. Pricing. Proposer must submit prices and other information in the proper spaces on the forms provided.
9. Technical Meetings. SAISD will require periodic meetings, at the Technology Building, 514 West Quincy Street, San Antonio, TX 78212, between the Proposer, Subcontractors, and SAISD, including all key personnel. These meetings will include at a minimum, a kick-off meeting, a

weekly meeting, and a wrap up meeting. SAISD will identify the desired frequency of the meetings.

*At the discretion of SAISD, online/virtual meetings may be substituted for in-person meetings as conditions allow. Proposer should possess the technical capabilities to host such meetings and not assume SAISD will be able to provide such resources.

10. Kick-off Meeting. The following items must be submitted prior or at the Kick-off Meeting. This meeting will be set up by the SAISD Project Manager.

- (Proposer) A copy of the Proposer's current Organizational Chart.
- (SAISD) A copy of the current SAISD Calendar.
- (Proposer) A list of key personnel that will be assigned to this project from respondent's company. Examples of key personnel are, but are not limited to, Project Manager, Site Foreman, Crew Leader/Team Leader, Inside Point of Contact and Manager(s) for Subcontractors. Any changes to these key personnel must be submitted in writing and approved by the, Office of Technology Infrastructure and Life Safety in advance. SAISD expects these people to be assigned for the duration of the project. SAISD reserves the right to disapprove any individual designated as Key Personnel for the project identified in the Scope of Work.
- (Proposer) Before any company employee can begin work, a background check must be satisfactory completed with no restrictions of access. Refer to Senate Bill 9 regarding Background searches. As personnel changes, background checks must be completed for any additional employees before they work on-site.

11. Scope of Work. A Scope of Work (SOW) is required, that includes all equipment and services. This Scope of Work must include at least the following:

- General description of the work to be performed, including the identification of the designated storage location (either SAISD or Proposer) for removed equipment in Bexar County,
- Configuration of the Proposer's team performing this work,
- Timeline for completion and milestones, updated at time intervals identified by SAISD,
- List of assumptions
- Detailed materials list, including each item description, make/model and quantity, and
- Process for change orders.

12. Inspections. SAISD will have the right to conduct management or technical inspections at the job site at any time. SAISD will require the presence of the Proposer or designee and SAISD Director of Technology Infrastructure and Life Safety or designee.

Section B: Technical Specifications

SAISD is seeking Aruba, Cisco fiber switches or the equivalent for district campuses or administrative locations. This includes equipment, configuration and installation as described in this document.

Provide your compliance and agreement per item in the appropriate box with an "X".

	YES	NO
Proposer agrees to provide prices that include equipment/services as described herein.		
Proposer agrees to provide Aruba or Cisco network products and services or the equivalent. Equivalents must be evaluated and approved by SAISD.		

Part 1: General Guidelines

Provide your compliance and agreement per item in the appropriate box with an "X".

	YES	NO

1.1 The Proposer shall not start any work without the receipt of an approved Purchase Order and coordination with the SAISD Project Management Office or Office of Technology Infrastructure and Life Safety or designee.		
1.2 Once awarded, proposer must attend scheduled meetings as specified by SAISD;		
1.2.1 Kick-Off meeting		
1.2.2 Weekly meetings		
1.2.3 Close-Out meeting		
1.3 Proposer shall provide services of a single point of contact for the length of purchase and successful implementation.		
1.4 All work shall be completed in a timely manner; after commencement of work, delays will not be accepted, unless pre-approved by Office of Technology Infrastructure and Life Safety or designee, at least forty-eight (48) hours in advance.		
1.5 When work is to be performed at an SAISD location, the Proposer must contact the SAISD Project Management Office or Office of Technology Infrastructure and Life Safety or designee, two (2) days in advance of the start of work.		
1.6 The Proposer shall schedule and coordinate installation date/time appointments, as approved by the Office of Technology Infrastructure and Life Safety or designee.		
1.7 The work schedule will be set by SAISD designated representative, based on the needs of the district and the availability of the facility.		
1.7.1 The designated work schedule is from 3:00 PM to 11:00 PM (during regular school year) or from 7:00 AM to 5:00 PM (during Summer School, if campus schedule permits). Non-instructional days are 7:00 AM to 5:00 PM. *Weekend work performed within an SAISD-approved project schedule does not create an additional premium unless specifically authorized by SAISD.		
1.7.2 These hours must be adhered to by the Proposer; no deviations are permitted unless pre-approved by SAISD.		
1.7.3 All work done after hours or on holidays must be pre-approved and coordinated through the SAISD Project Management Office or Office of Technology Infrastructure and Life Safety or designee.		
1.8 The Proposer and its employees are required to check-in and sign the visitor log at each SAISD Main Office upon arrival.		
1.8.1 Badges and/or Company shirts, with the Company's logo, must be worn.		
1.8.2 A valid state ID and/or state Driver's License will be required to be shown upon arrival at each SAISD location.		
1.9 Proposer, for this installation of equipment, within these specifications, must have personnel with the required experience, training, and skill to install, configure, and complete a working network switch environment.		
1.10 All coordination, with interface points between this work and the work performed by other trades, shall be performed in a professional and workmanlike manner.		

1.11 Only new parts or materials from reputable suppliers may be used, as determined by SAISD.		
1.12 If the Proposer does not manufacture the system being proposed, the Proposer must provide information showing their length of commitment to the product, the date the company began marketing the product, and the support received from the manufacturer. This must include a description of the support received regarding technical response time and replacement parts turnaround time.		
1.13 All work must meet and/or comply with all City, County, State and Federal codes.		
1.14 The Proposer will provide the appropriate permits, inspections and fees as needed.		
1.15 In addition to compliance with all applicable codes and standards, the work performed shall comply with the high standard of quality workmanship required by SAISD.		
1.16 The Proposer must take all safety precautions to protect life and property.		
1.17 All work areas shall always be maintained in a state of cleanliness and orderliness.		
1.18 All floor, ceiling and wall penetrations must be properly sealed or patched.		

Part 1a – Cybersecurity and Secure Configuration

The Proposer shall use only individually assigned, SAISD-approved accounts. Credentials shall not be transmitted through unencrypted email, embedded in scripts, stored in proposal documents, or retained after project completion. Remote access is prohibited unless expressly authorized in writing by SAISD and must use an SAISD-approved access method. The Proposer shall provide a complete list of accounts created or used and certify their removal or transfer at closeout.

Products presented must conform to the following standards:

- No default, shared, hard-coded, or undocumented credentials.
- Unique administrative credentials or certificate-based access.
- Role-based access control.
- Multifactor authentication for cloud or web management portals, where supported.
- SSHv2, HTTPS, SNMPv3, secure APIs, and current secure cryptographic protocols.
- Ability to disable insecure and unused services.
- Centralized AAA using RADIUS and/or TACACS+.
- 802.1X, MAC Authentication Bypass, downloadable ACL, and dynamic authorization support if required for the wired NAC initiative.
- DHCP snooping, Dynamic ARP Inspection, IP Source Guard, BPDU Guard, storm control, and control-plane protection.
- Secure boot, signed firmware, and firmware-integrity validation.
- Configurable syslog, audit logging, timestamps, and export to SAISD monitoring

platforms.

- Configuration backup and restoration in a documented, usable format.
- No undisclosed outbound telemetry or cloud dependency.
- IEEE 802.1AE MACsec Encryption: Line-rate 128-bit / 256-bit MACsec encryption on all 10G/25G/40G/100G fiber ports to secure inter-building campus and WAN fiber backbones.
- Control Plane Policing (CoPP): Dynamic hardware rate-limiting to protect routing engines (BGP, OSPF) from denial-of-service traffic.

Vulnerability and lifecycle management:

- Public vulnerability disclosure process.
- Security advisory notification.
- Defined patch and remediation process.
- Identification of current known critical vulnerabilities affecting the proposed model and software.
- Minimum support-life commitment from final acceptance.
- Advance notice of end-of-sale and end-of-support.
- No equipment that is end-of-sale, announced for end-of-sale, or approaching end-of-support within the required lifecycle unless SAISD approves an exception.

Part 2 - Guidelines for Equipment

All proposed equipment shall be new, not used or refurbished. Any part numbers referenced in the following are being listed as a reference only. Product equivalents will be considered but must be fully compatible with current infrastructure. Any equivalents are subject to approval from the SAISD's Office of Technology Infrastructure and Life Safety and must be fully functional with the current SAISD network. The information below contains product descriptions, but specific quantities will be referenced on the Proposer Price Submittal Form.
Proposer should provide manufacturer datasheets and identify any feature that depends on an additional license.

Proposed equipment should support the following performance requirements:

- 24-port and 48-port options
  - 24-Port Model: Minimum 24x 1/10/25/50 GbE SFP28/SFP56 fiber ports + 4x 40/100 GbE QSFP28 (or 2x 400 GbE QSFP-DD) uplinks.
  - 48-Port Model: Minimum 48x 1/10/25/50 GbE SFP28/SFP56 fiber ports + 4x 40/100 GbE QSFP28 (or 2x 400 GbE QSFP-DD) uplinks.
- Support for dynamic routing protocols including EIGRP, BGP4/BGP+, OSPFv2/OSPFv3, IS-IS, and static routing.
- Support for EVPN-VXLAN, VRF-Lite (Multi-VRF), and minimum table scale of 64K+ MAC addresses, 32K+ IPv4/IPv6 routing routes, and 8K+ ACL rules.
- MAC address, VLAN, ARP, routing, and access-control-list scale
- Native support and DOM/DDM (Digital Optical Monitoring) for LC single-mode (10GBASE-LR, 25GBASE-LR, 100GBASE-LR4/CWDM4) and multimode (10GBASE-SR, 25GBASE-SR, 100GBASE-SR4) optics.
- Dual (1+1) hot-swappable, load-sharing AC power supplies with internal redundant power feeds.

- Field-replaceable hot-swappable fan modules ($N+1$ redundancy) supporting configurable front-to-back (port-side intake) airflow.
- Jumbo-frame support
- Dual hot-swappable power supplies
- Field-replaceable fans
- Front-to-back airflow, where required
- Rack depth and power requirements
- Operating temperature, humidity, acoustic, and heat-load information
- IPv4 and IPv6 feature parity
- Layer 2 and Layer 3 capabilities
- Link aggregation and multi-chassis resiliency
- Spanning-tree compatibility
- Quality of service for voice, video, wireless, and safety systems
- Multicast support
- Time synchronization
- Centralized configuration, monitoring, and telemetry

SAISD's preferred equipment, associated components, licensing, and estimated quantities are identified in the Price Proposal workbook incorporated into this RFP. Product equivalents will be considered provided they meet or exceed all mandatory functional, performance, interoperability, security, licensing, lifecycle, environmental, and support requirements contained in this Statement of Work.
A proposed equivalent must meet or exceed every mandatory functional, performance, interoperability, security, support, licensing, lifecycle, and environmental requirement. The Proposer shall submit a requirement-by-requirement equivalency matrix identifying the proposed capability, applicable model or license, supporting manufacturer documentation, and any exception or limitation. Merely stating "complies" is insufficient. SAISD retains final authority to determine equivalency based on documented requirements and evaluation criteria.
All submitted equipment should include all licensing/subscriptions required for a fully functional appliance for a period of 7 years. Additional pricing lines should be added to the pricing sheet if not present or SAISD will conclude that licensing/subscriptions and software are included in the proposed pricing.

Part 3 – Guidelines for Equipment Services/Installation:

There is a possibility that the work for multiple schools, as listed in the Proposal, will be done simultaneously. The Proposer must provide sufficient staffing to meet project deadline.

All components must be assembled by the Proposer. SAISD does not have a staging/warehouse facility to store any equipment or products being ordered. The Proposer must provide secured warehousing facilities for all equipment or products, until all deliveries are made to the designated campuses. Proposer must provide, install, and configure the new equipment to ensure acceptance by SAISD.

Installation pricing shall be provided using the quantity ranges established in the Price Proposal. The applicable installation unit price shall be firm and fixed for the applicable quantity range and shall include all labor, configuration, staging, mounting, removal of existing equipment, disposal, travel, supervision, project management, testing, documentation, and other costs necessary to perform the installation services described in this Statement of Work. A reduction in quantities shall not permit the Proposer to increase or otherwise modify the submitted installation rate for the applicable quantity range.

Provide your compliance and agreement per item in the appropriate box with an "X".

3.1 PRE-DELIVERY SERVICES as outlined below:	YES	NO
3.1.1 The Proposer may conduct on-site surveys at all campuses identified, to review and identify existing equipment at each campus.		
3.1.2 Equipment staging, warehouse/storage, and assembly prior to delivery/installation, at the Proposer's facility.		
3.1.3 The Proposer will unbox and install all secondary network device upgrades, modules and provide an inventory of items assembled to deliver a complete device. Debris must be removed at Proposer expense.		
3.1.4 The Proposer must test operability for each fiber switch, prior to delivery. Proposer shall push traffic through the device using a traffic generator and validate device operation and functionality.		
3.1.5 The Proposer shall tag each switch, prior to delivery, with the SAISD tag number (if applicable), Installation Date (MM/YYYY), Host Name, Serial Number, and IP Address.		
3.1.5.1 All labeling shall be performed using the labeling standard at the time of installation. Coordinate with the Office of Technology Infrastructure and Life Safety for current standard label information requirements.		
3.1.6 Proposer must provide inventory services for all new and old equipment, as identified SAISD's Project Management Office or Office of Technology Infrastructure and Life Safety or designee.		
3.1.7 The Proposer must include a vendor provided equipment inventory listing. The Inventory Listing must include campus name, host name, serial number, model number, device SAISD asset tag number (if applicable) and location of installation (ex. MDF/IDF). The inventory list formatting will be provided during implementation.	YES	NO
3.2 DELIVERY & INSTALLATION SERVICES, as outlined below:		
3.2.1 In order to comply with the provisions of this contract, the Proposer shall be required to meet the following criteria.		
3.2.1.1 The Proposer will backup and verify all fiber switches as needed before installation of a fully functional campus fiber backbone and distribution switching network;		
3.2.1.2 SAISD will provide all passwords and access to fiber switches for Proposer to review when creating new configurations (i.e. VLAN's, IP addresses, and routers)		
3.2.1.3 The Proposer will provide scheduled opportunities for SAISD personnel to witness pre-staging of equipment, Teams, Webex or other video conferencing application is acceptable;		
3.2.2 The campus fiber switches will provide a persistent, seamless, connection utilizing the following criteria:		
3.2.2.1 The Proposer will create and implement all necessary configurations for full system integration;		
3.2.2.2 The Proposer will verify all connectivity before and after fiber switch installation;		

3.2.2.3 To ensure network connectivity and communication, 10% of end user devices will be tested using the following measures. Installation is not complete, and warranty periods shall not begin, until SAISD issues written acceptance. Use, partial use, payment, or connection of equipment does not constitute acceptance. SAISD may reject equipment or services that fail mandatory requirements or approved acceptance testing;		
3.2.2.4 The Proposer will verify all application communications (i.e. service center);		
3.2.2.5 The Proposer will verify email communications;		
3.2.2.6 The Proposer will verify communications to district website;		
3.2.2.7 The Proposer will verify filtered internet communications;		
3.2.2.8 The Proposer will verify VOIP functionality;		
3.2.2.9 The Proposer will connect and re-connect all fiber/copper patch cabling according to SAISD specifications;		
3.2.2.10 The Proposer will install all SAISD provided fiber patch cables as needed to complete full installation and connectivity of campus fiber switches equipment; fiber testing and cleaning requirements (e.g., "Proposer must clean and inspect all fiber end-faces and clean before connecting to optical transceivers")		
3.2.2.11 The Proposer will provide internal labeling for all ports on the fiber switch device		
3.2.2.12 The Proposer must provide on-site operational knowledge transfer for Technology Personnel.		
3.2.2.13 Front and back cabinet doors must be able to comfortably close without potentially damaging any fiber or category 6(A) cabling.		
3.2.3 A Project Manager must be assigned for the duration of the project.		
3.2.4 Proposer must have an Aruba Certified Switching Expert (ACSX) or Cisco Certified Internetwork Expert (CCIE) Router/Switch Specialist on staff, at the time of the proposal opening and thereafter, until all work relating to this proposal is complete.		
3.3 Close-Out Procedures and Documentation, as outlined below:		
3.3.1 All existing equipment removed from the campuses must be disconnected, removed, and transported to an SAISD/Proposer designated storage location or designated location.		
3.3.2 The Proposer will provide full documentation in paper and electronic format to include, but not limited to:		
3.3.2.1 Inventory Spreadsheet for all existing equipment removed		
3.3.2.2 Signatures will be required upon delivery from Proposer and SAISD representative.		
3.3.2.3 Inventory Spreadsheet for all new equipment installed		
3.3.2.4 Inventory spreadsheet for all existing equipment remaining in MDF/IDF locations		
3.3.2.5 MDF/IDF pictures after installation		
3.3.2.6 Issues/Problems		
3.3.2.7 Copy of Purchase Order		
3.3.2.8 Invoice		
3.3.2.9 Warranty Information		

*See Equivalent Statement at end of Part 2 - Guidelines for Equipment.

Part 4 - Warranty on Parts and labor
Provide your compliance and agreement per item in the appropriate box with an "X".

	YES	NO
4.1 The work/labor performed must have a (90) ninety-day warranty guarantee from the date of acceptance of the project by SAISD.		
4.1.1 The guarantee shall be provided in written format to SAISD.		
4.1.2 The guarantee must identify the beginning and ending dates of coverage.		
4.1.3 The guarantee will cover defects in material or workmanship, appearing within coverage period, and shall be promptly repaired by the Proposer, without cost to SAISD.		
4.2 Proposer is responsible for the purchase of all materials, systems, equipment, services, and knowledge transfer. A minimum (1) one-year warranty is required for all products. All equipment must be received in new condition.		
4.3 Proposer assumes the responsibility to coordinate, document, and replace any component that arrives DOA (Dead on Arrival), without an additional expense to SAISD.		
4.4 Documentation to include but not limited to case number, serial numbers, RMA number, etc. must be submitted to SAISD with the close-out documents.		
4.5 Proposer must be able to provide continuing support at no additional cost to SAISD for a minimum of (12) twelve months, including but not limited to telephone assistance to answer questions to solve problems, which may occur during the first full year of implementation, and the performance of all scheduled maintenance routines.		
4.6 Prior to project closeout, Proposer must ensure remediation of system failures not to exceed the next business day.		
4.7 Classification of system failures must be the sole judgment of SAISD.		
4.8 This support includes, but is not limited to:		
4.8.1 Software support, including but not limited to upgrades and service patches,		
4.8.2 Physical/Logical Moves, Adds and Change processing.		
4.8.3 OS maintenance and configuration management.		
4.9 Proposer must ensure that all service calls are documented and include a description of problems, the possible cause of each problem, and the procedures performed to facilitate the repair. This will be used to identify reoccurring problems and implement steps to prevent reoccurrence of problems.		
4.10 The Proposer must register all items with the manufacturer. It will be the Proposer's responsibility to ensure the registered manufacturer contract is viewable and usable by SAISD's designated users, who will be identified. If any registration issues arise, the Proposer is expected to provide assistance and/or direction.		

Part 5 – Pricing

Provide your compliance and agreement per item in the appropriate box with an "X".

	YES	NO
5.1 All prices must be firm and fixed. Quantity-based installation rates expressly requested by SAISD on the Price Proposal are considered fixed prices when the applicable rate for each stated quantity range is provided. Hourly rates, open-ended pricing, pricing subject to later adjustment, or pricing conditioned upon purchase of the full estimated quantity are not acceptable.		
5.2 Price must include services as specified, warehouse/storage facilities (until delivery is permitted), and delivery as specified herein.		
5.3 All foreseeable costs must be included and that unapproved incidental charges are not payable.		

Part 6 – Effect of Proposer's failure to identify problems

Provide your compliance and agreement per item in the appropriate box with an "X".

6.1 In the event that the Proposer fails to specify in writing any Project problem, it shall be conclusively presumed, for purposes of this agreement that no Project problem arose.		
6.2 The Proposer is required to notify, in writing, the following individuals of any Project problems:		
6.2.1 SAISD's Office of Technology Infrastructure and Life Safety or designee		
6.2.2 SAISD's Project Manager or designee, and		
6.2.3 SAISD's Contract Administrator or designee.		

Part 7 – Rubbish removal and cleaning

Provide your compliance and agreement per item in the appropriate box with an "X".

	YES	NO
7.1 The Proposer will keep the work area free of waste, discarded materials and rubbish.		
7.2 When the job requires multiple days to complete, the Proposer is responsible for ensuring that the worksite is left free of debris and all obstructions.		
7.3 The Proposer will dispose of all waste, discarded materials and rubbish to their off-site location. Trash cannot be disposed using an SAISD facility.		
7.4 All areas where work is being performed, shall be swept and dusted daily during the duration of the project.		
7.5 All areas shall be kept clean of excess materials and trash during the duration of the project.		

Part 8 – Damage to SAISD property

Provide your compliance and agreement per item in the appropriate box with an "X".

	YES	NO
8.1 The Proposer will be responsible for any damage to SAISD property, including facilities and furniture.		
8.2 The Proposer will replace all ceiling tiles damaged, by the Proposer and/or Proposer's employees or subcontractors, at no cost to the district.		
8.3 The Proposer will repair and restore the premises, equipment, etc. to the satisfaction of SAISD's designee.		
8.4 SAISD reserves the option to request reimbursement for repairs and restoration that may be performed as a result of damage caused by the Proposer.		

Part 9 – Inspections

Provide your compliance and agreement per item in the appropriate box with an "X".

	YES	NO
9.1 SAISD will have the right to conduct management or technical inspections at the job site at any time.		
9.2 SAISD will require the presence of the Proposer or designee during inspections when directed by SAISD.		

Part 10 – In Case of Emergency

Provide your compliance and agreement per item in the appropriate box with an "X".

	YES	NO
10.1 In case of emergency, involving accidental destruction of electrical or plumbing facilities, the Proposer must immediately notify SAISD.		
10.1.1 SAISD's Facilities Services at 210-354-9305, during normal business hours (6:00 am – 4:30 pm).		
10.1.2. After normal business hours, the Proposer must notify SAISD's Department of Safety (Police) dispatch at the numbers below, 24-hour Police dispatch at 210-354-9000 Non-Emergency Line at 210-354-9050		