BRYAN ISD
CHILDREN FIRST. ALWAYS.

27-009

E-Rate Application Internal Connections

Issue Date: 10/29/2026
Questions Deadline: 11/18/2026 05:00 PM (CT)
Response Deadline: 1/6/2027 02:30 PM (CT)

Event Information

Number:	27-009
Title:	E-Rate Application Internal Connections
Type:	Request for Proposals
Issue Date:	10/29/2026
Question Deadline:	11/18/2026 05:00 PM (CT)
Response Deadline:	1/6/2027 02:30 PM (CT)
Notes:	Bryan ISD is soliciting competitive, sealed proposals to obtain category-two-eligible internal connections for the district. Bryan ISD is seeking bids in the following area: internal connectivity equipment consisting of cloud-managed network equipment with a minimum of 5 years of device licensing or equivalent subscription/agreement model. Equivalent equipment must be compatible with the district's current Cisco/Meraki wireless access points and switches and can be bid as a minimum of 5 years of device licensing or equivalent subscription/agreement model.

Billing Information

Contact: Finance Department
Address: 801 South Ennis
Bryan, TX 77803
Email: bisd_financial.services@bryanisd.org

Bid Activities

Advertisement	10/29/2026 6:00:00 AM (CT)
Advertisement	11/5/2026 6:00:00 AM (CT)
Questions Due	11/18/2026 5:00:00 PM (CT)
Last Addendum	11/20/2026 5:00:00 PM (CT)
Proposal Due	1/6/2027 2:30:00 PM (CT)
Board Meeting	2/15/2027 6:00:00 PM (CT)

Bid Attachments

Attachment 1 Internal Connection Hardware.pdf Download

Attachment 1 Internal Connection Hardware

RFP 27-009 Contract, Draft.pdf Download

RFP 27-009 Contract, Draft

Vendor Packet, Federal, 01.2025.pdf Download

Vendor Packet

Prevailing Wage Rate, 04.2026.pdf Download

Adopted Prevailing Wage Rates

Requested Attachments

Cover Leter

(Attachment required)

Include overall price and any special conditions.

Executive Summary/Overview

(Attachment required)

Technical summary of the system proposed including details about "improvements" over and above the base request, or if an alternate design, the reason for the difference in design and benefits to Owner.

Executive Summary/Overview

(Attachment required)

Value added by the Proposer.

Executive Summary/Overview

(Attachment required)

Itemized cost breakdown by campus with the totals for each campus, in Excel format with the columns listed below. Failure to include an Excel formatted document will result in the deduction of points.

- Campus (As indicated in the appropriate attachment)
- Manufacturer part number and/or internal part number for items like billed labor hours
- Quantity
- Pricing per unit
- Total Price

Exceptions

(Attachment required)

Bryan ISD has a standard document it uses as a base contract agreement form (a sample is included in Appendix A). The Proposer must include in this section of the response and Supplementary Conditions it would expect to have included in the final contract, or any exceptions it takes to the RFP conditions and/or contract.

Exceptions

It will be assumed that the Proposer accepts all conditions and considerations as outlined within this document unless specifically noted in your Exceptions section.

Certificate of Liability

(Attachment required)

Form 1295

(Attachment required)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The process as implemented by the Commission is as follows:

- A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
- An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the District “at the time the business entity submits the signed contract” to the District.
- The District must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/filinginfo/1295/.

Vendor Packet
(Attachment required)

Bid Attributes

1 Description/Scope

Bryan ISD is soliciting competitive, sealed proposals to obtain category-two-eligible internal connections for the district. Bryan ISD is seeking bids in the following area: internal connectivity equipment consisting of cloud-managed network equipment with a minimum of 5 years of device licensing or equivalent subscription/agreement model. Equivalent equipment must be compatible with the district's current Cisco/Meraki wireless access points and switches and can be bid as a minimum of 5 years of device licensing or equivalent subscription/agreement model.

This RFP is designed to solicit competitive offerings for Internal Connections. Vendors must quote the specified equipment or equivalent.

Bryan ISD reserves the right to reject and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. Bryan ISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor’s response or any parts thereof. Bryan ISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District.

Bryan ISD also reserves the right as sole judge of quality and equality. Bryan ISD reserves the right to reject any/all bids, to award by individual line items or category, to award on an “all or none” basis, and to make awards based on-line item groupings. Bryan ISD reserves the right to adjust quantities upwards or downwards based on availability of local and E-Rate funds. For multi-year agreements, this adjustment may be made annually upon the receipt of the E-Rate Funding Commitment Decision Letter for each subsequent year, to align with approved funding levels.

2 Background Information

The district is currently running a largely Cisco Meraki network. The goal of the requested hardware and services is to provide faster and more reliable wireless connectivity by replacing aging (5+ year old) equipment. The equipment requested as part of this RFP would be purchased with wireless and 10GB connectivity in mind.

3 Instructions

Bryan ISD is using online software to facilitate this proposal opportunity.We highly recommend completing your response online, as it assures accuracy for both the buyer and supplier. Fax and email submissions are not accepted. Vendors who need assistance with the online bidding system, contact the Bryan ISD Purchasing Department, (979) 209-1048 or email melissa.martin@bryanisd.org.

It is the responsibility of the supplier to keep informed of any activities and addendum's relating to this proposal opportunity. No addenda will be issued later than 28 days prior to the time and date for receipt of proposals except an addendum postponing or withdrawing the request for proposals.

All questions must be submitted on the "Questions" tab within the online proposal.

Bryan ISD is accepting responses from vendors for the specifications and terms and conditions communicated in this solicitation. Bryan ISD reserves the right to reject any and all responses, to waive technical defects in responses, and select the response that is deemed most advantageous to the District.

All vendors are to show proof of their ability to perform under this contract according to the specifications. Failure to meet or exceed any of the requirements and qualifications may be sufficient cause for rejection of any or all proposals.

Bryan ISD reserves the right to reject a proposal if, in their opinion, such vendor cannot meet the requirements of these specifications, or has a past record of poor performance with the district or references provided by the Vendor.

Bryan ISD reserves the right to inspect the materials and equipment proposed by the Vendor. Any materials and equipment furnished by the Vendor found not to be in accordance with these specifications may be rejected. Any materials not in compliance with the agreement must be promptly replaced at no cost to Bryan ISD.

4 Specifications

No freight or delivery charges shall be included for such deliveries. Prices shall remain firm throughout the duration of the contract period.

Any change in pricing must be submitted and approved by Melissa Martin, Assistant Director of Finance. The District must be notified in writing 30 days prior to any price increase.

Prices should be quoted FOB Bryan, Texas. All costs for delivery, freight, or packing are to be borne by the vendor. The District will consider delivery complete only when all items which are considered a part of a unit (same purchase order) are delivered in full.

Vendors may offer any further quantity discounts or price breaks to the purchaser based on volume purchases. Vendors must honor manufacturer warranties.

Delivery time may be an important consideration in the evaluation of best value. The vendor is requested to provide delivery within the time frame set forth by the appropriate department. Special order items are subject to agreement for delivery time when ordered. Delivery of goods and services shall be delivered to the campus as indicated on the purchase order, as designated. For shipments designated on the purchase order, delivery hours are 7:30 am to 4:00 pm, Monday – Friday.

Special arrangements made be made for after hour deliveries and must be arranged in advance with the Assistant Director of Finance.

5 Special Requirements

All prices in Vendor's response shall be firm for the Term of the Agreement. All price changes shall be presented to Bryan ISD for acceptance or rejection by Bryan ISD, in its sole discretion, using the same format as was accepted in Vendor's original response; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by Bryan ISD prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

The Vendor will hold the District, its officers and agents, employees harmless from liability of any nature or kind on account of use of any copyrights composition, secret process, patented invention, article or appliance furnished or used under this quotation.

Proposals should be verified before submission. The District will not be responsible for errors or omissions on the part of vendors in preparing their proposals. In the event of an inconsistency or discrepancy that may exist in or between parts of this request for proposals, the following direction will be followed and govern: The Document, Section, phase, or requirement with better quality, more stringent requirement, or greater amount of quality of work or material shall be provided by the Contractor and installed at no additional cost to the Owner.

Vendors will be an authorized dealer, distributor, or manufacturer for its products. All items will be new, unless clearly stated in writing. Warranty conditions for all supplies and or/equipment will be considered manufacturers' minimum unless otherwise agreed to in writing.

Contracts for purchase will be put into effect by means of a purchase order executed by the District after proposals have been awarded. Vendors are not to allow orders without a valid approved purchase order number being provided.

6 Evaluation and Award

The District shall award a competitively proposal contract at the proposal amount to the bidder offering the best value for the District.

In determining the best value for the District, the District is not restricted to considering price alone but will consider the other factor's stated below:

Cost: Total Cost of Eligible Items (Highest point to low cost - % to others) - 35%
Technical Merit: Quality of proposed Systems/Services - 25%
E-Rate & RFP Compliance: Ability for the vendor to follow RFP Guidelines - 10%
Vendor:
- References/Reputation - 10%
- Similar Projects - 10%

Install/Support:
- Effort by Bryan ISD to Implement - 5%
- Support Capability - 5%

Unless otherwise indicated in the specification for a proposal, Bryan ISD reserves the right to award the proposal in whole or in part, by item, by group of items where such action serves the best interests of Bryan ISD. Bryan ISD reserves the right to award to multiple vendors. The awarded vendor will be announced at the February 15th board meeting. All responding vendors will also be informed of the results via email on February 15, 2027.

Award of Alternates, if any - Bryan ISD reserves the right to award alternates in any order which results in the maximum amount of work being accepted writing available funds.

All contracts and/or projectors are contingent upon E-Rate funding.

Bryan ISD makes no guarantee of commitment of any kind concerning quantities that will actually be purchased. Bryan ISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

Awarded vendor(s) shall deliver the goods or services procured on this contract to the Bryan ISD Department issuing a Purchase Order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing Bryan ISD Department for the delayed delivery. If defective or incorrect goods are delivered, Bryan ISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to Bryan ISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor shall also be responsible for arranging the return of the defective or incorrect goods.

A response to this solicitation is an offer to contract with Bryan ISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless a unit is accepted and approved by Bryan ISD.

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Bryan ISD. Bryan ISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in Bryan ISD’s sole discretion. Bryan ISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of Bryan ISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to Bryan ISD. During the Term of this Agreement, Bryan ISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

Bryan ISD requires that the pricing submitted in responses be offered as a quantity one price. Bryan ISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a pre-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

7 No Substitutions

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by Bryan ISD, Vendor will not deliver substitutes without prior authorization from Bryan ISD.

8 Terms and Conditions

Bryan ISD reserves the right to reject any and/all proposals and award to more than one vendor if deems advantageous to the District.

Bryan ISD reserves the right to request additional information and waive any/all formalities in the bidding process.

Late proposals, if property identified, will be returned unopened. No proposals may be withdrawn without a written request.

Bryan ISD will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

Questions regarding this solicitation must be submitted using the Questions Tab of the proposal.

Any contract resulting from this solicitation is contingent on the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Bryan ISD Board of Trustees or otherwise not made available to the District.

The District reserves the right to terminate all or any part of the undelivered portion of any contract resulting from this solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor, or if it is in the best interest of the District, for convenience.

If the vendor deviates from or takes exception to any of the specifications set forth, the vendor must list any and all deviations and exceptions on company letterhead and signed by the company representative and attach under the Attachments tab of the proposal.

No proposals may be withdrawn for a period of sixty (60) days after the deadline for receipt of proposals without prior written consent of the Bryan ISD Board of Trustees.

Per House Bill 1295, Section 2252.908 of the Government Code, the District may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity or state agency at the time the business submits the signed contract to the governmental entity or state agency.

The contractor will be required to notify the requesting department in the event of unforeseen delay in the delivery of the order. Any designs, drawings, pictures, blueprints, etc. provided by the District involves property rights of Bryan ISD and shall be held confidential by the vendor.

9 Proposal Acceptance

Proposals will be rejected for not following and/or being in violation of the E-RATE rules as outlined by USAC.

All proposal prices must be valid for 60 days from the proposal due date.

10 Disqualification

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

11 Delivery

All prices must be proposal F.O.B. destination.

Awarded vendor will ensure all cases, cartons, and containers are clean and unblemished.

Awarded vendor will ensure that drivers present a neat and clean appearance, are in uniform (with picture ID upon request), and make deliveries in an efficient and courteous manner. No delivery fee shall be charged. Drivers will not receive tips for deliveries made to any campus or district location.

Bryan ISD reserves the right to refuse, at time of delivery, all products deemed unacceptable by campus.

Delivery time may be an important consideration in the evaluation of best value.

The vendor is requested to provide delivery within the time frame set forth. Special order items are subject to agreement for delivery time when ordered.

12 Requirements Due to E-Rate Funding

To qualify the vendor must have an SLD authorized "Service Provider Identification Number" (SPIN) and “Service Provider Annual Certification” (SPAC) prior to contract signing.

1. Services are being sought in conjunction with Schools & Libraries E-Rate funding.
2. All services are for the timeframe that coincides with E-Rate calendar (April 1, 2027 through September 30th 2028 for Category 2.)
3. Bryan ISD reserves the right to base purchases on availability of E-Rate and local district funding.
4. Proposers must meet the vendor qualifications of the E-Rate program and comply with all State of Texas purchasing laws and regulations.
5. Proposers must be in good financial standing with the FCC in accordance with the Red Light Rule. (https://www.usac.org/service-providers/making-payments/late-payments-dcia-red-light/#red)
6. Proposers must agree to comply with all E-Rate payment processing rules.
7. All bids must be in accordance with the Lowest Corresponding Price Rule.
8. Proposers should separate the cost of eligible services/products from non-eligible services/products and clearly indicate this separation on the proposal.

13 Universal Service Fund Program Compliance

It is vital that the vendor qualify for the Federal Universal Service Fund (E-Rate) program. If you are unfamiliar with that program, it allows schools to receive a discounted rate on network systems and services. Please ensure that your offer complies with the requirements of that program.

14 E-Rate Payment Method

Bryan ISD requires that the Provider bill USAC-SLD directly, via SPI, for allowable E-Rate services. This preference is reflected in the Evaluation Point Scoring.

15 Texas Department of Information Resources (DIR) Status

Vendors who have DIR contracts in place may denote that in their response and indicate whether they are offering the DIR process or a direct contract.

16 Category 2 Internal Hardware

This RFP requests proposal responses to provide items that will be used for Internal Connections at the entities listed in Attachment 1. These entities are part of the larger Bryan Independent School District.

17 Requirements

1. Attachment 1, Internal Connection Hardware, itemizes the products and services currently identified by Bryan ISD to improve and enhance its current network, as well as replace aging hardware. Variations and/or additions in specific products ordered will be negotiated with the awarded vendor in January 2027.
2. All equipment must be quoted with appropriate device licenses or equivalent subscription/agreement-based licensing with a minimum of a 5-year term. Longer terms will be considered.
3. All equipment provided must be new. No used or refurbished equipment will be accepted.

18 Alternate Proposals

Vendors who wish to are encouraged to submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

19 Proposal Response Clarification Questions

After reviewing all responses to this RFP, Bryan ISD may develop a list of clarification questions to be addressed by the Vendor. Bryan ISD will send these questions to the Vendor for clarification. The Vendor shall provide a response within the timeframe requested.

20 Caution to Proposers

Bryan ISD is not responsible for locating or securing any information that is not identified in the RFP and reasonably available to Bryan ISD. To ensure that sufficient information is available, proposer must furnish as part of its response all descriptive material necessary for Bryan ISD to (1) determine whether the products offered meet the requirements of the Contract Documents and (2) establish exactly what the proposer proposes to furnish as to supplies, materials and services.

21 Response Submission

Proposals shall be received no later than the submittal day and time deadline in the Bryan ISD eBid System. No provisions or exceptions are made for late submission due to actions or consequences of the Vendor or third-party. Any responses received after the submittal deadline date and time will be disqualified.

Bryan ISD will only accept proposals submitted online or sealed and delivered to the Bryan ISD Administration Building, 801 South Ennis, Bryan, Texas, 77803, Attention Purchasing Department. Faxed Proposals will not be accepted. Deviations from any terms, conditions, and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 60 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. Copyrighted are unacceptable and may be disqualified.

Bryan ISD encourages online submission. Proposals can be dropped off the day in which they are due or mailed to the Administration Building, 801 South Ennis, Bryan, Texas, 77803.

22 Communication Statement

Contact between vendors and the Bryan ISD Board Members and/or personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Bryan ISD Board Members and/or personnel may result in disqualification. All communications shall go through the Purchasing Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated under the Bid Activities tab and the District will not respond to questions after the date and time indicated.

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Non-Discrimination Clause - Civil Rights/Discrimination

The Bryan Independent School District does not discriminate on the basis of race, religion, color, national origin, sex, or handicap in providing education services. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

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Defective/Non-Conforming Work

If, following seven (7) calendar days of written notice to a vendor identifying defective or nonconforming work, the vendor or it subcontractors fail to correct such defective or nonconforming work, Bryan ISD may order the vendor to stop further work, or any portion thereof, until the defect or non-conformance has been properly corrected by the vendor or its subcontractors.

Should the vendor not proceed with the correction of defective or nonconforming work within three (3) additional calendar days of Bryan ISD's order to stop further work, as set forth above, Bryan ISD may cause the removal, repair, or correction of the defective or nonconforming work and may charge all associated costs of the same to the vendor.

25 Termination

Bryan ISD reserves the right to terminate, without cause for any reason, the agreement resulting from this solicitation upon thirty (30) calendar days after written notice, or five (5) days prior written notice for cause.

Bryan ISD also has the right to terminate the agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of Bryan ISD and vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by vendor, Bryan ISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of Bryan ISD. Bryan ISD further reserves the right to terminate the Agreement immediately in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. Bryan ISD also reserves the right to terminate the Agreement immediately, with written notice to vendor, if Bryan ISD believes, in its sole discretion that it is in the best interest of Bryan ISD to do so. Vendor agrees that Bryan ISD shall not be liable for damages in the event that Bryan ISD declares vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Bryan ISD by this Agreement, Bryan ISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of Bryan ISD if it is determined by Bryan ISD, in Bryan ISD’s sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of Bryan ISD’s current revenue only.

26 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of Bryan ISD’s acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by Bryan ISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Bidder agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement of the like. If bidder believes that an infringement or the like will result, they will notify Bryan ISD to this effect in writing within two (2) weeks after the signing of this proposal. If Bryan ISD does not receive a notice and is subsequently held liable for the infringement or the like, the Bidder will indemnify Bryan ISD for any damages due to such claim. If bidder in good faith ascertains that production of the goods per the specifications will result in infringement or the like, this proposal shall be null and void except that Bryan ISD will pay bidder for the reasonable cost of his search as to infringements.

27 Infringement

The successful vendor(s) will be expected to indemnify and hold harmless Bryan ISD and its employees, Board of Trustees, representatives, and designee from any and all third party claims and judgements involving infringement of patent, copyright, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the vendor's bid or vendor's performance of contracts awarded and approved.

28	**Venue, Jurisdiction, and Service or Process** Any proceeding, involving Bryan ISD, arising out of or relating to this procurement process or any contract issued by Bryan ISD resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Brazos County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to the procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Brazos County, Texas.
29	**Dispute Resolution** At the option of the district, the vendor and the district agree that being filing any suit, administrative proceeding, or other legal proceedings, related to this agreement, each party shall submit all disputes to the alternative dispute resolution process of non-binding mediation. The vendor and the district further agree to attend the mediation and to participate in settlement negations in a good faith effort to resolve all disputes through a written settlement agreement. The mediation shall take place in Brazos County, Texas and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three (3) names a a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed-upon mediator. Bryan ISD will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.
30	**Choice of Law** The agreement between the vendor and Bryan ISD and any addenda or other additions resulting from this procurement process, however described, shall be governed by, constructed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
31	**Authorization Falsified or Misrepresented** I certify that I acknowledge that if any information in this proposal response is falsified or misrepresented, the corresponding proposal will not be considered by the district.
32	**Purchase Order Policy** The District shall make all purchase commitments for Bryan ISD on properly drawn and issued purchase orders. Any purchase commitments made without a properly drawn purchase order, SHALL NOT BE HONORED BY THE DISTRICT. If a vendor representative secures an order from a principal, athletic director, program director, teacher, coach, custodian or any Bryan ISD employee with their signature acknowledges that purchase is NOT valid.
33	**Payment Terms** Bryan ISD payment terms are Net 30 days.
34	**Taxes** Bryan ISD is exempt from all applicable federal and state taxes. Tax exempt information will be furnished upon request. Tax-Exempt information will be furnished upon request at melissa.martin@bryanisd.org.
35	**Invoices** The following rules apply to render an invoice for payment: Each invoice will reference the correct Bryan ISD purchase order number and be itemized There must be a separate invoice for each purchase order Invoices will be accepted only for services/products that have been delivered and received Suppliers should keep Bryan ISD Purchasing Department advised of any changes in remittance address at melissa.martin@bryanisd.org

36 Other Restrictions

Contractors and sub-contractors may not work on district property where students are present when they charges pending, have been convicted, received probation or deferred adjudication for any offense against a child, any sex, offense, any crimes against persons involving weapons or violence; any felony offense involving controlled substances; any felony offense against property; any other offense the district believes might compromise the safety of students, staff, or property.

Other restrictions include possession of firearms, alcohol, and/or drugs, even in vehicles, which is strictly prohibited on school district property; smoking is not allowed on school district property; materials sold to or installed in any Bryan ISD facility/location are not to contain any asbestos material. Any vendor who sells or installs asbestos-containing materials in/on any Bryan ISD facility will be required to bear the burden on any or all expenses of removal and replacement of the material.

37 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

38 Sub-Contractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to Bryan ISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between Bryan ISD and any such subcontractor, nor shall it create any obligation on the part of Bryan ISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

39 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by Bryan ISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by Bryan ISD. Vendor shall indemnify and hold Bryan ISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

40 Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by Bryan ISD.

41 Penalties

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's response or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, Bryan ISD may take the following action(s), in Bryan ISD's sole discretion, and Vendor agrees to comply with Bryan ISD's action(s):

- insist that Vendor honor the quoted price(s) specified in Vendor's response;
- have Vendor pay the difference between Vendor's price and the price of the next acceptable response (as determined by Bryan ISD);
- have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or recommend to Bryan ISD's Board of Trustees that Vendor no longer be given the opportunity to submit a response to Bryan ISD and/or that this Agreement be terminated.

42	**No Agency or Endorsements** Bryan ISD and vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that vendor is independent of Bryan ISD and is not an employee, agent, joint venture, or partner of Bryan ISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between Bryan ISD and vendor or Bryan ISD and any of Vendor's agents. Vendor agrees that Bryan ISD has no responsibility for any conduct of any of vendor's employees, agents, representatives, contractors, or subcontractors.
43	**Force Majeure** Neither Bryan ISD or vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, Bryan ISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Bryan ISD's contractual, legal, or equitable rights.
44	**Bryan ISD Property** In the event of loss, damage, or destruction of any property owned by or loaned by Bryan ISD that is caused by vendor or vendor's representative, agent, employee, or contractor, vendor shall indemnify Bryan ISD and pay to Bryan ISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of vendor's receipt of written notice of Bryan ISD's determination of the amount due. If vendor fails to make timely payment, Bryan ISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to vendor by Bryan ISD.
45	**Agreement** This Agreement, the procurement solicitation issued by Bryan ISD, and vendor's response submitted in response to Bryan ISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between the procurement solicitation issued by Bryan ISD and vendor's response submitted in response to Bryan ISD's procurement solicitation, Bryan ISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.
46	**Confidentiality** Vendor and Bryan ISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and Bryan ISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that Bryan ISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability Bryan ISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by Bryan ISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

47	**Compliance with Laws** Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the Bryan ISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by Bryan ISD, Vendor shall furnish Bryan ISD with satisfactory proof of Vendor's compliance with this provision.
48	**Assignment of Agreement** Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of Bryan ISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of Bryan ISD. Vendor is required to notify Bryan ISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.
49	**Agreement Terms; Amendment** The terms of this Agreement shall govern all procurement's conducted here-under. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by Bryan ISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by Bryan ISD's Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the Bryan ISD Board of Trustees.

50 Insurance

Successful Vendor, as a part of his/her Proposal, shall provide proof of insurance showing, as a minimum, the coverage listed below. The Contractor shall not commence any portion of the work under this contract until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the contract documents.

Comprehensive General Liability - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than $1,000,000 per occurrence and annual aggregate of at least $2,000,000. CGL shall be written on a standard ISO "occurrence" form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed un an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by Bryan ISD. Bryan ISD and its agents, officers, officials, and employees shall be listed as additional insured.

Workman's Compensation - Contractor shall maintain Worker's Compensation insurance for statutory limits and Employers Liability insurance with the limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease. Contract shall provide Waiver of Subrogation in favor of Bryan ISD and its agents, officers, officials, and employees.

Automobile Liability Insurance - Contractor shall maintain Business Automobile Liability insurance with a limit not less than $1,000,000 per accident. Business Auto Liability shall be written on a standard ISO version or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of Bryan ISD and its agents, officers, officials, and employees.

Policy Limits - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse Bryan ISD and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

Professional Liability (Errors and Omissions) - Contractor shall maintain professional liability/error and omissions liability insurance appropriate to the Contractor's profession. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written submit to limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that coverage will be maintained or an extended discovery period will be exercised for a period of at least three (3) years after completion of the contract of work. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

By requiring insurance herein, the District does not represent that coverage or limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the District in this contract.

Self insured retentions must be declared and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the District.

A valid certificate of insurance verifying each of the coverage required shall be issued directly to Bryan ISD within 10 business days by the successful Contractor's insurance agent or insurance company after the contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the District. Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration. Upon request, Contractor shall furnish Bryan ISD with certified copies of all insurance policies.

51 Open Records Policy

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

52 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

53 Right to Audit

Bryan ISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Bryan ISD in connection with Vendor's work for Bryan ISD and shall be open to inspection and subject to audit and/or reproduction by Bryan ISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

1. Vendor's compliance with this Agreement and the requirements of the solicitation,
2. Compliance with Bryan ISD procurement policies and procedures,
3. Compliance with provisions for computing billings to Bryan ISD, and/or
4. Any other matters related to this Agreement.

54 Protest

Any interest party may protest the solicitation, the cancelation of the solicitation, or the award or proposal award of a contract by contacting Melissa Martin, Assistant Director of Finance, Bryan ISD at 801 South Ennis, Bryan, Texas, 77803 in the Business Office at the Administration Building address referenced above.

55 Preference

Bryan ISD may apply applicable preference for Texas Resident vendors in the event of a tie proposal.

Preferences must be explicitly claimed by vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown and locally raised agricultural products for use by Bryan ISD School Nutrition Program. See Texas Government Code 2252.001-.004; 2 CRF 200.319.

56 E-Rate and Payment Provisions

Proposer agrees to comply with all E-Rate payment processing rules

☐ Yes

(Required: Check if applicable)

57 E-Rate and Payment Provisions

Proposer will invoice the Universal Service Administrative Company (USAC) directly, via SPI, for any discounted amounts approved for E-Rate funding.

☐ Yes

(Required: Check if applicable)

58 **Proposer's Qualifications and Support Capabilities**

Please include the following:

Company Name
Legal Name, if different
Years in Business
USAC/SLC Service Provider Identification Number (SPIN)
Years of Experience providing E-Rate eligible services
Number of full time Employees
Name of Project Manager/Account Representative for this project

(Required: Maximum 1000 characters allowed)

59 **References**

Bryan ISD reserves the right to question references and customers about outage history and other relevant issues. Results will be used in evaluation criteria scoring.

- To be a qualified Proposer, the vendor must include below three references with similar services provided.
- At least two of these must have included E-Rate purchases or services.
- Preferences will be given to vendors with references at organizations similar to Bryan ISD. References will be contacted - please verify information before submitting.

Please inform your contact that a 15–20-minute call may be anticipated.

60 **Reference - 1**

Organization Name
Address
Type of Business
Contact Person
Email Address
Telephone and Fax Numbers
Dates of Installation/Services
Description of Service(s)
Is/Was an E-Rate approved contract: Yes or No

(Required: Maximum 1000 characters allowed)

61 **Reference - 2**

Organization Name
Address
Type of Business
Contact Person
Email Address
Telephone and Fax Numbers
Dates of Installation/Services
Description of Service(s)
Is/Was an E-Rate approved contract: Yes or No

(Required: Maximum 1000 characters allowed)

62 **Reference - 3**

Organization Name
Address
Type of Business
Contact Person
Email Address
Telephone and Fax Numbers
Dates of Installation/Services
Description of Service(s)
Is/Was an E-Rate approved contract: Yes or No

(Required: Maximum 1000 characters allowed)

63 **Additional Resources**

If you would like to provide additional resources, please upload document(s) in the "Response Attachments" Tab.

64 **Additional Comments**

Please use this space to provide any additional comments or information you would like to include pertaining to this opportunity.

(Optional: Maximum 200 characters allowed)

65 **Acknowledgement**

I have read, understand, and agree to all of the foregoing terms, scope, specifications, and provisions of the contract as outlined herein as well as the hereto attached.

☐ I have read, understand, and agree.
(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature