RFP #26-1021-1

Internet Router Replacement

Issued by:
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Online Submittal Deadline

Thursday January 7, 2027 10:00 a.m.

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Items below represent components which comprise this RFP package. Respondents are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Ja'Nice Maxey immediately.

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PART 1.0 – NOTICE OF INTENTION

Pearland Independent School District (Pearland ISD) is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Proposals for services other than construction services.

It is the intent of Pearland ISD to award one or more contract(s) as a result of this RFP. Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, including Section 5.0 Scope and Specifications, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications. Contracts awarded pursuant to this RFP are intended to comply with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. Part 200.

1.1 The initial base term of the prospective contract is a period of one year. The resulting award shall become effective upon execution by the District and shall remain in effect until all equipment has been delivered and accepted by the District and all contractual obligations have been fulfilled. Manufacturer warranties, licenses, and support purchased with the equipment shall remain in effect for the applicable periods specified in this RFP and the awarded proposal.

1.2 In this RFP and in the Agreement, the following terms shall mean as follows:

1.2.1 "**Pearland ISD**" means the Pearland Independent School District, an independent school district established under the laws of the State of Texas, with central administrative offices located at 1928 N. Main St., Pearland, TX 77581.

1.2.2 "**Vendor(s)**" means the proposer(s) responding to this RFP and vendor(s) to whom a contract has been awarded by Pearland ISD as a result of this RFP.

1.2.3 "**Agreement**" means the Contract Terms and Conditions in Section 4.0, as further defined in the Entire Agreement provision of Section 4.42.

1.2.4 "**Best Value**" means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor's product(s)/service(s), and price, as detailed in Section 3.0 Evaluation and Award.

1.2.5 "**Purchase Order**" means the agreed-upon purchase order between Pearland ISD and the Vendor. Special terms and conditions agreed upon by the Vendor and Pearland ISD may be added as addenda to the Purchase Order, including such items as requirements concerning certificates of insurance, bonding, and small or disadvantaged business goals.

1.2.6 "**RFP**" means this Request for Proposals #26-1021-1. As used herein, the general term "procurement solicitation" means the solicitation method used by Pearland ISD and includes this RFP.

1.2.7 "**Premium Hours**" means those hours not included in Regular Hours or federal holidays. Premium Hours must be approved by Pearland ISD for each Purchase Order.

1.2.8 "**Regular Hours**" means the hours between 8 a.m. and 5 p.m. Monday thru Friday, excluding the district holidays.

1.3 Time Table

Pearland ISD anticipates following the time table listed below for this procurement solicitation. The table below is only an estimate and may vary.

Item	Activity	Date & Time
1	Solicitation starts to advertise (1st run)	October 21, 2026
2	Solicitation advertised (2nd run)	October 28,2026
3	Deadline for submission of responses *(See Part 3.0 – Instructions to Vendors – for detailed submission requirements)*	Thursday, January 7, 2027 at 10:00 a.m.
4	Anticipated Board Meeting Approval	February 2027
5	Initial Contract Period	February 9, 2027 – February 8, 2026

The table above is only an estimate and may vary.

PART 2.0 – Response Requirements

Please read carefully this entire RFP document and specifications. Complete all forms and submit your bid with all appropriate attachments.

2.1 Request for Proposals (RFP) Documents

PISD Purchasing Department documents are made available via the PISD eBid System to anyone who wishes to submit a response. However, it is the responsibility of the vendor submitting a response to make certain that the PISD eBid System has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

The PISD Purchasing Department website is located at https://pearlandisd.ionwave.net/Login.aspx

2.2 Proposal Response Requirements

To qualify for evaluation, a proposal must have been submitted online in the Pearland ISD eBid System by the established deadline and must materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the instructions detailed herein in preparing and submitting their proposals.

2.2.1 Required Submission Format

Vendors shall submit proposals, including all Bid Attributes and Response Attachments, online in the Pearland ISD eBid System at the following address: http://www.pearlandisd.ionwave.net. To the extent that the RFP contains or otherwise prescribes any form(s) in which information shall be provided (e.g., charts, lists, or other itemizations), proposals must be submitted in the Pearland ISD prescribed form, although additional information may be attached for evaluation purposes. Pearland ISD will only accept proposals submitted online. Faxed or hard-copy proposals will not be accepted. Proposals should be direct, concise, complete, and unambiguous. Copyrighted proposals are unacceptable and may be disqualified.

2.2.2 Response Attachments

The following items must be included in the Response Attachments section of the proposal in the Pearland ISD eBid System. Failure to include these items may result in non-award.

1) All attachments required in Section 7.0 Attachments
2) Pricing;

3) Insurance Coverage Certification
4) Address of Vendor's website
5) Any applicable certificates (i.e., HUB, SWBE, licenses, etc.)
6) Vendor contract document(s) or other terms and conditions, if applicable
7) Other

2.2.3 Bid Attributes

Vendor is required to complete all questions, acknowledgements, certifications, and other requests in this Agreement. Vendor shall submit and respond in the Bid Attributes section of the Pearland ISD eBid System.

2.2.4 Proposal Response Location

The proposal must be received in the Pearland ISD eBid System on or before the Online Submittal Deadline and Proposal Opening Deadline (day and time). The date/time marked by the Pearland ISD eBid System shall be the official time of receipt. No provisions or exceptions are made for late submission due to actions or omissions of the Vendor or any third party. Proposals received after the submittal deadline date and time will be disqualified.

2.3 No Return of Proposals; Withdrawal of Responses

Once submitted, Pearland ISD will not return proposals to Vendors. A proposal that has been submitted to Pearland ISD may be altered, amended, or withdrawn in the eBid System prior to the submittal deadline date and time. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of a proposal or item(s) on a proposal will be documented in the Vendor's history file and may result in Vendor being placed on the unresponsive Vendor list. Vendors should be aware that Pearland ISD will retain a copy of all materials submitted, and the information will remain subject to the Texas Public Information Act.

2.4 Pearland ISD Reservations

Pearland ISD reserves the right to:

- Cancel this procurement solicitation in whole or in part, or issue a revised or amended RFP, at the sole discretion of Pearland ISD.
- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, or to make no award, in Pearland ISD's sole discretion.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Pearland ISD.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of Pearland ISD.
- Request clarification and/or correction from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality.
- Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.
- Utilize State of Texas contracts, contracts awarded by other governmental agencies, or cooperative agreements in lieu of any offer received, or award made as a result of this procurement solicitation, if it is in the best interest of Pearland ISD, in Pearland ISD's sole discretion, to do so.

2.5 Pearland ISD Reservations

Pearland ISD assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings or bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

2.6 Compliance with Specifications and Agreement

Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities, school districts, and other public, not-for-profit agencies and organizations. Proposals shall comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the Agreement terms in Section 4.0 Contract Terms and Conditions. Any deviations or exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the Vendor's submitted proposal in the Bid Attributes section of the Pearland ISD eBid System. If applicable, Vendors shall also upload any Vendor contract document(s) or other terms and conditions as Response Attachments in the Pearland ISD eBid System. Deviations or exceptions stipulated in a Vendor's proposal may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Agreement.

2.7 Questions

a) Questions related to this RFP must be submitted online within the Pearland ISD eBid System **by 2pm CST, October 30, 2026.**

b) Pearland ISD will not answer verbal questions or those submitted through any means other than the Pearland ISD eBid System; any responses to a prospective Vendor's questions will be posted within the Pearland ISD eBid System.

2.8 Questions

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Vendors by the issuance of an addendum. It is the responsibility of the Vendor, prior to submitting a proposal, to determine whether an addendum was issued. All Vendors shall comply with the requirements specified in any addendum issued by Pearland ISD. Addenda must be acknowledged in the submitted proposal. All proposers shall comply with the requirements specified in any addendum issued by Pearland ISD.

2.9 Central Texas Purchasing Alliance (CTPA)

Pearland ISD is a member of the Central Texas Purchasing Alliance (CTPA) (http:\\www.txctpa.org), an alliance of school districts in the Central Texas area who share in information, services and contractual opportunities. In support of this collaborative effort, Pearland ISD includes an acknowledgement entitled "CTPA Adoption Clause" in the Bid Attributes section of the Pearland ISD eBid System. A negative reply on the "CTPA Adoption Clause" by the Vendor will not adversely affect consideration of the Vendor's proposal. If a "Yes" response is given, the Vendor's proposal, including Vendor's pricing information, will be provided to the CTPA member listing and, in the event that the Vendor's proposal becomes an awarded Agreement, it may then be used by CTPA member districts to establish separate, independent contracts, subject to Section 4.48 in the Contract Terms and Conditions. Accordingly, other CTPA member districts are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between Pearland ISD and Vendor. Any such separate, independent contract developed as a result of this Agreement and/or the procurement solicitation is exclusively between such other CTPA member district and Vendor and shall have no effect or impact on Pearland ISD or this Agreement. It is expressly understood that Pearland ISD shall in no way be liable for the obligations of any other CTPA member district contracting with Vendor pursuant to this section.

2.10 No Bid

Bidders may opt to send a NO BID response back to Pearland ISD. If you will not be submitting a response, please NO BID the proposal on the Pearland ISD eBid System

2.11 Samples

Samples, if applicable or when requested, shall be furnished at no cost to Pearland ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the Vendor upon written request, at the Vendor's expense. Samples for which no return request is received by Pearland ISD within seven (7) days of contract award will be considered a donation to Pearland ISD and will be distributed accordingly.

2.12 Quality of Goods

Unless expressly stated in Section 5.0 Scope and Specifications that Pearland ISD will accept refurbished items, the design, strength, and quality of materials must be new and conform to the highest standards of manufacturing practice. All items shall be in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the RFP. Pearland ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return any such items in accordance with Section 4.0 Contract Terms and Conditions.

2.13 Safety Information

Vendors must submit chemical content literature and/or specifications and Material Safety Data Sheets with their proposal for evaluation where applicable. Failure to comply with this requirement may eliminate vendors from consideration.

2.14 Similar Products

Whenever a product or material is defined by Pearland ISD in this procurement solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified product or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency (as applicable). "Or equal" products will be evaluated after proposals are received, based on literature submitted and any required testing of the product. It is the Vendor's responsibility to submit sufficient data for Pearland ISD to properly analyze an "or equal" item.

2.15 References

Provide at least three references of governmental entities (school districts preferred) that have purchased services, products, and/or related items from you in the last 3-4 years. References are to be provided under the "Bid Attributes" section in the Pearland ISD eBid System.

PART 3.0 – Evaluation and Award

3.1 Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined, after evaluation by Pearland ISD, to be the best value to Pearland ISD. The lowest bid will not necessarily be the successful bid. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document. Awards will be made to the successful Vendor(s) for the total line of products and services submitted and accepted by Pearland ISD; however, Pearland ISD reserves the right to award proposals on a line-item basis in the best interest of Pearland ISD. Awards will be based on the criteria set forth in this RFP.

3.2 Competitive Range

It may be necessary for Pearland ISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

3.3 Conflict of Interest

CIQ Form – must be filled out and attached to proposal in the Response Attachment section of the Pearland ISD eBid System – See RFP Bid Attributes or Vendor Packet

3.4 EDGAR Conflict of Interest Requirements

In accordance with federal requirements, 2 CFR § 318(c)(1), no employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the federal award. A conflict includes when the employee, officer, agent, board member, or any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

An employee, officer, agent, or board member of Pearland ISD may neither solicit nor accept gratuities, favors, or anything of monetary value from. However, through Pearland ISD's written procedures, Pearland ISD has set a de minimis amount of less than $50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through Pearland ISD's personnel policies. Violations of this standard by a trustee or the Superintendent shall be addressed to the Board President and addressed through Pearland ISD Board policies.

3.5 Certificate of Interested Parties

Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application and attached to proposal in the Response Attachment section of the Pearland ISD eBid System) – See RFP Bid Attributes or Vendor Packet

3.6 Clarification and/or Discussions

Pearland ISD may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between Pearland ISD and Vendor may also take place after the initial receipt of proposals. Pearland ISD reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. Pearland ISD will not assist the Vendor in the revision or modification of its proposal, nor will Pearland ISD assist the Vendor in bringing its proposal to the same level of other proposals received by Pearland ISD.This portion of the RFP includes instructions on the format vendors must follow in preparing and submitting their online responses. It further identifies how questions can be

raised and will be addressed.

3.7 No Guarantee of Quantities

Pearland ISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. Pearland ISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this procurement solicitation. However, Vendors are expected to carry sufficient inventories to service the needs of Pearland ISD and shall furnish all required goods and/or services to Pearland ISD at the stated price, when and if required. Because all commodities will be provided on an "as needed" basis, Pearland ISD makes no representation either orally or in writing to the amount of commodities, services, or related items Pearland ISD will use during the Agreement.

3.8 Minority Businesses and Women's Business Enterprises (MWBE), Historically Underutilized Business (HUB), Small Business Enterprise (SBE), Veteran-Owned and Labor Surplus Firm Participation

Pearland ISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. The Vendor shall also indicate on the submitted proposal whether or not the Vendor is a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal, and attach a copy of the certificate(s) under the Response Attachments section of the Pearland ISD eBid System.

3.9 Disqualification

A Vendor may be disqualified before or after the proposals 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. A Vendor may also be disqualified before or after the proposals are opened in the event Vendor is out of compliance with an existing contract with Pearland ISD.

3.10 Interpretation

This procurement solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

3.11 Preferences

Pearland ISD may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts, including those involving federal funds unless specifically authorized by federal regulations. *See* Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

3.12 Responsible Vendor

Pearland ISD may only award contracts to Responsible Vendor(s) who possess the ability to perform successfully under the terms and conditions of a proposed contract. A Responsible Vendor is a Vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein. When determining if a Vendor is responsible, Pearland ISD will consider the proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.13 Appeal/Protest Process

Any Vendor who submitted a proposal may appeal Pearland ISD's award if the appeal is based on deviations from laws, rules, regulations, or Pearland ISD Board policies. Pearland ISD Board Policy GF (Local) applies to any Vendor wishing to appeal a proposal and/or award of a contract. A Vendor shall submit a complaint/appeal form by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail, to Pearland ISD's Chief Financial Officer, in accordance with Policy GF (Local). Complaints/appeals must be received by the close of business on or before the 15th Pearland ISD business day of the date the Vendor first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance. In the event Vendor

is unsure about the award of the contract, it is the Vendor's responsibility to contact the Pearland ISD Procurement Department and verify details concerning the award.

3.14 Evaluation of Proposals

A committee selected by Pearland ISD will review and evaluate all responsive proposals and make a recommendation to the Pearland Board of Trustees. Pearland ISD represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws, Pearland ISD has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance. Pearland ISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

Evaluation Factors	**Weighted Value**
1a . Price – E-Rate Eligible • The total cost of E-Rate-eligible products and services included in the proposal	Points 35
1b. Price – E-Rate Ineligible • The total cost of E-Rate-ineligible products and services included in the proposal	Points 25
2. Vendor's experience and reputation • References from local governmental entities within the past 5 years • Other projects completed within the past 10 years	Points 10
3. Vendor's compliance with RFP specifications • Product or service specifications	Points 15
4. Quality of Vendor's products/services and extent to which the products/services meet Pearland ISD's needs: • Project Management • Infrastructure Solutions • Quality of Vendor's Products/Service, including product guarantees • Demonstrated Ability to Perform • Timeliness • Professionalism	Points 15
5. Impact on the ability of Pearland ISD to comply with laws and rules relating to HUB/MWBE/SBEs	Points 0
6. Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to Pearland ISD to acquire the products/services	Points 0
7. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state[1]	Points 0
8. Vendor's past relationship with Pearland ISD	Points 0

9. Calendar days from receipt of Purchase Order delivery Points 0

TOTAL POSSIBLE POINTS: 100 Points

3.16 Contracts Involving Federal Funds

Because at the time of procurement, Pearland ISD may be unable to determine the source of funds to be used for particular contracts, Pearland ISD maintains and uses documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. Pearland ISD's documented procurement procedures are consistent with State, local and tribal laws and regulations and standards identified in §§ 200.317 through 200.327 of subpart D—Post Federal Award Requirements.

Pearland ISD is utilizing the **Request for Proposals (RFP)** method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services.

3.17 Federal/State/Grant Funding

Pearland ISD receives a variety of federal, state, and/or grant funding. Performance by Pearland ISD under any contract/Agreement entered into pursuant to this RFP may be dependent upon the appropriation and allotment of state/federal/grant funds. If Pearland ISD is not appropriated or allocated the necessary federal/state/grant funds or its funding is eliminated or decreased, or Pearland ISD fails to allocate the necessary funds, then Pearland ISD will issue written notice to Vendor and Pearland ISD may terminate the Agreement without further duty or obligation to Vendor. Vendor acknowledges that appropriation, allotment, and allocation of funds may be beyond the control of Pearland ISD. Vendor shall strictly comply with all applicable federal/state/grant requirements and all applicable flow-down, referenced, and incorporated provisions therein and shall cooperate with Pearland ISD in fulfillment of Pearland ISD's obligations under this Agreement.

3.18 General Corporate and Contact Information

Vendor agrees to attach all of the following in the "Response Attachments" section of the eBid site:

- Describe the company's official registered name and its principals.
- Provide a brief history of the company, including the year it was established.
- Provide the company's organizational chart.
- Provide the company's Dun & Bradstreet (D&B) number.
- Provide a description of the company's relevant market and the company's position within it.
- Vendor agrees to provide the following financial information if requested by Pearland ISD at any point during the procurement process, including before or after contract award: if public, the Vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the Vendor's audited financial statements for the past two years (if available). A Vendor's failure to provide this financial information may impact the Pearland ISD Purchasing Department's recommendation for the award of the contract.

PART 4.0 – Contract Terms and Conditions

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this procurement solicitation and are part of the terms and conditions of each Purchase Order issued in connection with this procurement solicitation.

Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED ON THE DEVIATION FORM CONTAINED IN THE BID ATTRIBUTES SECTION OF THE PEARLAND ISD EBID SYSTEM.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by Pearland ISD and eliminated from further consideration by Pearland ISD.

AGREEMENT BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND

(VENDOR)
FOR
Internet Router Replacement

This Agreement is entered into between Pearland Independent School District ("Pearland ISD") and Vendor, having submitted a proposal in response to this procurement solicitation issued by Pearland ISD and whose proposal has been accepted and awarded by Pearland ISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pearland ISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

4.1 Definitions
The terms used in this Agreement shall have the meanings assigned to them in Section 1.0 Notice of Intent of the procurement solicitation.

4.2 Agreement Terms; Amendment
The terms and conditions of this Agreement shall govern all procurements and purchases conducted hereunder. No pre-published terms on Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. No amendment of this Agreement shall be permitted unless and until first approved in writing by Pearland ISD, and no such amendment shall have any effect unless and until a written amendment to this Agreement is executed by the Pearland ISD Superintendent or his/her designee after any necessary approvals have been obtained from the Pearland ISD Board of Trustees. In the event that a Vendor has an existing Pearland ISD contract in the same contract title, upon award, the new, more recent contract will immediately supersede the older contract.

4.3 Agreement Term; Renewal of Agreement
Unless otherwise specified in Section 5.0 Scope and Specifications, the initial term of this Agreement is for a period of one (1) year. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether an initial term or a renewal term. Pearland ISD, in its sole discretion, may add a ninety (90) day transitional period to the end of the Term.

4.4 Termination of Agreement
This Agreement shall remain in effect until: (1) the Agreement expires or is terminated by its terms, or (2) the Agreement is terminated by mutual consent of Pearland ISD and Vendor.

Pearland ISD reserves the right to review the performance of Vendor at all times. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, Pearland ISD may enforce the performance of the Agreement in any manner prescribed by law or deemed to be in the best interest of Pearland ISD. Pearland ISD further reserves the right to terminate the Agreement for cause immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, this Agreement, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. Pearland ISD reserves the right to award a canceled contract to the next best bidder as it deems to be in the best interest of Pearland ISD.

Pearland ISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if Pearland ISD believes, in its sole discretion that it is in the best interest of Pearland ISD to do so.

Vendor agrees that Pearland ISD shall not be liable for damages in the event that Pearland 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.

If federal funds are used under this Agreement, Pearland ISD shall provide written notice of termination to Vendor if Pearland ISD terminates this Agreement for any reason stated herein.

4.5 Buy American Act

For any purchases funded with federal funds, Pearland ISD will require that the Vendor certify to Pearland ISD that Vendor is in compliance with all applicable provisions of the Buy American Act.

4.6 Change Orders

Pursuant to Tex. Educ. Code § 44.0411(a), if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, Pearland ISD may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. A Purchase Order with an original contract price of $1 million or more may not be increased under Tex. Educ. Code § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than $1 million increases the contract amount to $1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

4.7 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; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5; the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of $10,000); the Education Department General Administrative Regulations ("EDGAR") (2 C.F.R. Part 200); the Buy American Act (41 U.S.C. Chapter 83); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to Pearland ISD, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with Pearland ISD if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689). For the entire duration of this Agreement, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. All permits will be acquired by Vendor and invoiced to Pearland ISD at cost as part of the Purchase Order, unless the permits are provided by Pearland ISD. For the entire duration of this Agreement, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in Pearland 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. Vendor is responsible for being acquainted with and complying with Texas's requirements. When required or requested by Pearland ISD, Vendor shall furnish Pearland ISD with satisfactory proof of Vendor's compliance with this provision.

4.8 Confidentiality

Vendor and Pearland ISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and Pearland 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 Pearland ISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability Pearland 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 Pearland ISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

4.9 Title and Risk of Loss

Whenever Pearland ISD is purchasing (and not leasing) a product under this Agreement, title and risk of loss shall pass upon the later of Pearland ISD's acceptance of the product or payment of the applicable invoice.

4.10 Warranty Conditions

All product(s) and/or service(s) provided by the 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 Pearland ISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor further warrants that any services or other work performed by Vendor or any subcontractor in connection with this Agreement will be performed using commercially reasonable skill and care, and be of a professional quality consistent with generally accepted industry standards and practices. Vendor warrants that all products 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 and Purchase Order. In addition, Vendor warrants that products 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, the procurement solicitation, or Purchase Order.

Vendor hereby transfers to Pearland ISD, to the extent transferable, whatever warranties and indemnities Vendor receives from the manufacturer, producer, or other provider of any third-party products or services, including any transferable warranties and indemnities respecting infringement. Vendor agrees to take commercially reasonable action to assist Pearland ISD in pursuing any available remedies under or otherwise enforcing any such warranties and indemnities.

4.11 Customer Support

Vendor shall provide timely and accurate technical advice and sales support to Pearland ISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to Pearland ISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by Pearland ISD.

4.12 Pearland ISD Property

In the event of loss, damage, or destruction of any Pearland ISD property (or a third-party's property in Pearland ISD's possession, custody, or control) that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify Pearland ISD and pay to Pearland 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 Pearland ISD's determination of the amount due. If Vendor fails to make timely payment, Pearland 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 Pearland ISD.

4.13 Tax Exempt Status

Pearland ISD is a Texas governmental entity that is exempt from payment of Texas State Sales Taxes under Texas Tax Code § 151.310 for the purchase of tangible personal property. Pearland ISD's Tax Identification Number is 1-74-6001850. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. Pearland ISD shall not be liable for any taxes resulting from this Agreement, except where otherwise required by law. Proposal prices should not include taxes.

4.14 **State of Texas Franchise Tax**
By submitting a proposal in response to the procurement solicitation, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

4.15 **Tax Responsibilities of Vendor and Indemnification for Taxes**
Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Pearland ISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

4.16 **IRS W-9**
To receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with Pearland ISD.

4.17 **Assignment of Agreement**
Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of Pearland ISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any Purchase 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 Pearland ISD.

4.18 **Notification of Change in Vendor Operations**
Vendor is required to notify Pearland ISD in writing 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.

4.19 **Performance**
Vendor agrees to use best efforts, but in no event less than commercially reasonable efforts, to provide the product(s) and/or service(s) subject to this Agreement. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this Agreement. Vendor shall supervise employees and such employees shall conform to the standards of 4.35 – Workforce.

4.20 **Subcontractors**
If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to Pearland ISD for all acts and omissions of the subcontractors. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between Pearland ISD and any such subcontractor, nor shall it create any obligation on the part of Pearland ISD to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Agreement.

4.21 **Non-Appropriation**
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 Pearland ISD by this Agreement, Pearland 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 Pearland ISD if it is determined by Pearland ISD, in Pearland ISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of Pearland ISD's current revenue only.

4.22 **Ordering Procedures**

Purchase Orders are issued by Pearland ISD to the Vendor according to this Agreement. A Purchase Order will not be executed until Pearland ISD wishes to purchase the specified product and/or services. The Purchase Order cannot be re-used. Pearland ISD shall not be responsible or liable for any payment to the Vendor for any goods and/or services unless a Purchase Order is issued and signed by an appropriate and authorized individual from Pearland ISD and delivered to the Vendor. Each Purchase Order shall reference this Agreement and the procurement solicitation.

4.23 **Packing Slips; Invoices; Payments**

Packing slips or other suitable shipping documents shall accompany each order shipment and shall show: (a) name and address of Vendor, (b) name and address of receiving department/campus and/or delivery location, (c) Pearland ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

Vendor shall submit invoices directly to Pearland ISD's Accounts Payable Department at the address indicated below. Each invoice shall include Pearland ISD's Purchase Order number and the Agreement Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during Pearland ISD's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of Pearland ISD's receipt shall be made available upon request by Pearland ISD.

Each invoice shall be itemized and submitted to:

Pearland ISD Accounts Payable Department
P.O. Box 7
Pearland, Texas 77588-0007

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

4.24 **Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Agreement. Pricing may be negotiated during the Agreement renewal period, if any. In the event Vendor's prices will be adjusted or escalated upon a renewal of the fixed-price contract awarded pursuant to this RFP, Vendor must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the Consumer Price Index (CPI) and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Agreement following a reduction in the price the Vendor is paying suppliers. All price changes shall be presented to Pearland ISD for acceptance or rejection by Pearland ISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Agreement must be approved, in writing, by Pearland 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; and
- Manufacturers'/distributors' impact, if any.

All price decreases shall be allowed for all products and/or services. If during the life of the Agreement, the Vendor's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Pearland ISD.

4.25 **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to Pearland ISD under this Agreement. These records and accounts shall be retained by Vendor and made available for review and copying by Pearland ISD for a period of not less than five (5) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by Pearland ISD of Vendor's final invoice or claim for payment in connection with this Agreement, or the date Pearland ISD makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by Pearland ISD pursuant to this Agreement, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit their final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed if any litigation, claim, or audit is started before the expiration of the three-year period.

4.26 **Right to Review, Audit, and Inspect**

Pearland ISD, any federal agency that has awarded federal funds/grant(s) to Pearland ISD, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Agreement and inspect any project performed by the Vendor relating to this Agreement. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Agreement and records which may have a bearing on matters in connection with the Vendor's work for Pearland ISD, and shall be open to inspection and subject to audit/review and/or reproduction by Pearland ISD, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- Vendor's compliance with this Agreement and the requirements of the procurement solicitation;
- Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Pearland ISD;
- Compliance with provisions for computing billings Pearland ISD; and/or
- Any other matter related to this Agreement.

4.27 **Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD PEARLAND ISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by Pearland ISD.

4.28 **Governing Law and Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement involving Pearland ISD must be brought exclusively in the state and federal courts located in Pearland, Brazoria County, Texas.

4.29 **Multiple Contract Awards; Non-Exclusivity**

This Agreement is non-exclusive and for the sole convenience of Pearland ISD. Pearland ISD reserves the right to award multiple contracts under the procurement solicitation, including multiple contracts for each product/service

category. Commodity categories are established at the sole discretion of Pearland ISD. The decision to award multiple contracts, award only one contract, or to make no award(s) rests solely with Pearland ISD. Product/Service categories are established at the sole discretion of Pearland ISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to Pearland ISD. Pearland ISD reserves the right to use all available resources to procure the same or other products and/or services at any time, as needed, in Pearland ISD's sole discretion, and doing so will not violate any rights of Vendor.

4.30 **New Products**

New products that meet the specifications detailed in the procurement solicitation may be added to this Agreement, with prior written approval from Pearland ISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the procurement solicitation. No products may be added to avoid competitive procurement procedures. Pearland ISD may reject any proposed additions, without cause, in its sole discretion.

4.31 **No Substitution; Product Recall**

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and the procurement solicitation. Vendor shall not deliver substitutes without prior written authorization from Pearland ISD.

If a product recall is instituted on any item that has been furnished and delivered to Pearland ISD, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the Pearland ISD purchasing agent by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of Pearland ISD. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

4.32 **Penalties**

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

a. Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal, as applicable;
b. Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by Pearland ISD;
c. Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
d. Recommend that the Vendor no longer be given the opportunity to submit a proposal to Pearland ISD and/or that this Agreement be terminated.

4.33 **Safety**

Vendor, its subcontractor(s), 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 or otherwise required by Pearland 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 Pearland ISD. Vendor shall indemnify and hold Pearland 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.

4.34 **Criminal History Review (Ch. 22 Contractor Certification: Contractor Employees Form must be filled out and attached to proposal in the Response Attachment section, if applicable)**

Prior to commencing any work under the Contract, if Vendor contracts with Pearland ISD to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at Pearland ISD locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify Pearland ISD in writing within three (3) business days. If Pearland ISD , in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by Pearland ISD through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on Pearland ISD's project/contract. The criminal history record information review obligation applies if Vendor contracts with Pearland ISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

4.35 **Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on Pearland ISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on Pearland ISD's property.

4.36 **Insurance**

Vendor proposals shall include proof of insurance showing, at a minimum, the coverage listed below. Vendor shall not commence any portion of work under this Agreement until copies of certificates of insurance, naming Pearland ISD as additional insured (as requested), name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number have been approved by Pearland ISD and filed in the Purchasing Department. The insurance company insuring Vendor shall be licensed in the State of Texas, and shall be acceptable to Pearland ISD. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below. Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not relieve, decrease, or otherwise establish limits of Vendor's liability. Upon request, certified copies of original insurance policies shall be furnished to Pearland ISD.

Coverage shall include:

- Waiver of subrogation endorsement in favor of Pearland ISD, and Pearland ISD's officers, employees and agents.
- Pearland ISD, as requested, shall be named as an "additional insured" on insurance policies.
- Thirty (30) day written notice of cancellation or material change endorsement in favor of Pearland ISD, and Pearland ISD's officers, employees and agents.

Pearland ISD reserves the right to require additional insurance should Pearland ISD deem additional insurance necessary, in its sole discretion. The requirements set forth herein are minimum requirements, and Vendor shall make adjustments to insurance coverage and limits as reasonably prudent, based upon changes in statutory laws, court decisions, or potential increase in exposure to loss, in order for Vendor to maintain commercially reasonable, industry standard insurance coverage and limits sufficient to cover any Vendor risks, liabilities, or other obligations that may arise under this Agreement.

- Workers' Compensation (with waiver of subrogation to Pearland ISD): Statutory requirements; Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements: $1,000,000 *** If Vendor does not provide Workers' Compensation, a letter explaining alternate benefits should be included with the proposal.

- Statutory, and Bodily Injury by Accident: $100,000 each employee. Bodily Injury by Disease: $500,000, policy limit $100,000 each employee.
- Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. $300,000 each occurrence Limit Bodily Injury and Property Damage combined. $300,000 Products-Completed Operations Aggregate Limit $500,000 per Job Aggregate. $300,000 Personal and Advertising Injury Limit.
- Automobile Liability Coverage: $300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

4.37 **No Agency or Endorsements**

It is the intention of the parties to this Agreement that Vendor is independent of Pearland ISD, is an independent contractor, and is not an employee, agent, joint venturer, or partner of Pearland ISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between Pearland ISD and Vendor, or Pearland ISD and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of Pearland ISD, and Pearland ISD has no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Agreement shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that Pearland ISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

4.38 **Equal Opportunity**

It is the policy of Pearland ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency, or handicapping conditions in its programs. 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.

4.39 **Force Majeure**

Neither Pearland ISD nor 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 Pearland ISD or Vendor's control.

Pearland ISD and Vendor 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 parties 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. Pearland ISD and Vendor shall not have any claim for damages against any other party 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, Pearland ISD shall have the option to terminate this Agreement. This Section shall not be interpreted as to limit or otherwise modify any of Pearland ISD's contractual, legal, or equitable rights.

4.40 **Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.41 **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 Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

4.42 **Entire Agreement**

The Agreement, the procurement solicitation issued by Pearland ISD, the portion of Vendor's proposal submitted in response to Pearland ISD's procurement solicitation that is satisfactory to Pearland ISD, including Vendor's responses to the Bid Attributes in the procurement solicitation, and the attached and incorporated attachments, addenda, and/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 understandings, oral or written, between the parties to this Agreement. In the event of a conflict between or among the foregoing documents, precedence shall be given as follows: (1) this Agreement; (2) the procurement solicitation issued by Pearland ISD; and (3) the portion of Vendor's proposal submitted in response to Pearland ISD's procurement solicitation that is satisfactory to Pearland ISD. This Agreement supersedes any conflicting terms and conditions on any Purchase Order, 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. Pearland ISD expressly rejects any Vendor agreements or other Vendor terms and conditions, including, but not limited to, any terms of use, license agreements, privacy policies, or other Vendor agreements or understandings, whether electronic, click-through, verbal or in writing, regardless of any agreement thereto by Pearland ISD employees or other end users in connection with this Agreement or the products/services purchased hereunder, and such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

4.43 **Interpretation**

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

4.44 **Notice**

Any notice provided under the terms of this Agreement by the parties to any 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 party at 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 mail, return receipt requested.

4.45 **Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

4.46 **Prevailing Wage Rates**

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, Tex. Gov't. Code Chapter 2258, applicable to the construction of a public work, and any federal requirements, including the Davis-Bacon Act. In the event Tex. Gov't. Code Chapter 2258 applies to a product or service provided by Vendor to Pearland ISD, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by Pearland ISD.

4.47 **Freight, Delivery, Inspection & Acceptance**

Awarded Vendor(s) shall deliver the goods or services procured under this procurement solicitation to the Pearland ISD Department issuing a Purchase Order. All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** unless otherwise specified herein and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during Pearland ISD's Regular Hours.

Unless otherwise previously agreed upon, in writing, by Pearland ISD, Vendor shall deliver ordered product(s) within seven (7) business days after Vendor's receipt of a Purchase Order for available goods and within four (4) to six (6) weeks after Vendor's receipt of a Purchase Order for special-order items. If delivery is not or cannot be made within this time period, Vendor must notify Pearland ISD of the reasons why the product cannot be delivered within this timeframe and shall provide an estimated delivery date, if applicable. Pearland ISD may cancel the order if the estimated delivery date is not acceptable to Pearland ISD, in its sole discretion. Vendor must receive written authorization from the issuing Pearland ISD Department for any delayed delivery.

If defective, incorrect, or otherwise nonconforming products are delivered, Pearland ISD may make the determination, at its sole discretion, to return the products to Vendor at no cost to Pearland ISD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products. If Vendor fails to arrange the return of nonconforming products, the items will become a donation to Pearland ISD for disposition. Products found defective or not meeting specifications shall be replaced by the Vendor within 30 days at no expense to Pearland ISD.

Pearland ISD may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency delivery. However, if Vendor is unable to fulfill the emergency delivery request, Pearland ISD may procure its needs from alternative sources without penalty.

4.48 **Use by Other Governmental Entities**

Tex. Educ. Code Section 44.031(a)(4) and Tex. Gov't Code Ch. 791 allow for governmental entities (i.e., state agencies, local governments and school districts) to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Pearland ISD may allow other governmental entities to utilize any existing contract between Pearland ISD and Vendor entered into pursuant to this procurement solicitation, including through the Central Texas Purchasing Alliance (CTPA), if agreed by Vendor in its proposal. Accordingly, other governmental entities are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between Pearland ISD and Vendor. Any such separate, independent contract developed as a result of this Agreement and/or the procurement solicitation is exclusively between such other governmental entity and Vendor and shall have no effect or impact on Pearland ISD or this Agreement. It is expressly understood that Pearland ISD shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section. **Vendor expressly agrees that Pearland ISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

4.49 **No Third-Party Beneficiaries**

Nothing in the procurement solicitation or this Agreement shall be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) in connection with the procurement solicitation, this Agreement, or any matter contemplated hereby.

4.50 **Catalog Discounts**

In the event of a catalog discount type proposal, Vendor may be allowed to make additions and/or deletions from Vendor's offerings on an annual basis during the Agreement renewal period, in Pearland ISD's sole discretion, provided the item(s) substituted are of a-like quality and category. These changes will be compliant with the format of Vendor's original proposal (i.e. manufacturer name, product category, or entire catalog discount). Pearland ISD will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed

changes on company letterhead within the given timeframe. If Pearland ISD, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period, if any.

PART 5.0 – Scope and Specifications

5.1 It is the intention of Pearland ISD to establish one or more contract(s) with highly qualified Vendor(s) to furnish and/or deliver Internet Router Replacement. Vendor(s) shall, at the request of Pearland ISD, provide these products and/or covered services under the terms of this RFP and the Agreement set forth in Section 4.0 Contract Terms and Conditions. Vendor shall assist Pearland ISD with making a determination of its individual needs, as stated below.

5.2 Proposals can be made for any or all products and services described herein. The terms and conditions listed below apply to all categories and lots within. Each category and lot contain additional terms, conditions, and specifications. If there is a conflict between category or lot terms and conditions and those listed below, the category or lot terms and conditions shall take precedence.

5.3 Any applicable Vendor terms and conditions should be included for the products or services offered. Pearland ISD reserves the right to accept or reject any items included by Vendor in this section.

5.4 Vendor is required to ensure that the Purchase Order includes the following, as applicable:

- The contract number, lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items.
- The date for commencing services and/or delivery of products ("work"). Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor's control must be reported to Pearland ISD's authorized representative immediately.
- Compensation for received products, terms of progress payments, and a schedule of payments. Pearland ISD retains the right to extend the schedule of work/delivery time or to suspend the work and to direct the Vendor to resume work when appropriate. If applicable, the Purchase Order must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through Pearland ISD as allowed in the Agreement or RFP.
- A schedule for performance of work that can be met without planned overtime, which shall be Vendor's responsibility.
- Terms for acceptance by Pearland ISD and title to work must be clearly agreed upon and described. If any part of the work requires Pearland ISD to assume control prior to the completion, this must be defined. Vendor and Pearland ISD must agree on the definition of what constitutes final acceptance before payment of any retained compensation.

5.5 For each Purchase Order, the following shall apply:

- Each individual Purchase Order may be limited to work at a single facility and will describe the Scope of Work to be performed. Descriptions may be written, by sketch and/or by drawing and should include the location where work is to be performed, whether work may be performed during Regular Hours, the project completion time, and the price to be paid for the work.
- The Vendor shall perform the scope of work within the project completion time and for the fixed price of the Purchase Order.
- No work shall be performed until a written Purchase Order has been signed by the Vendor and Pearland ISD. Any work performed under a Purchase Order before the Vendor's receipt of the written Purchase Order is at the Vendor's risk.
- The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of the Agreement. If the Purchase Order is not received by the Vendor before

the expiration date of the Agreement, the Purchase Order will be considered cancelled. Purchase Orders sent in the last 30 days of a Term should be sent "Return Receipt Requested." Any Purchase Order issued during the Term of the Agreement and not completed before the expiration date of the Agreement must be completed within the completion/delivery time stated in the Purchase Order, and the rights and obligations of the Vendor and Pearland ISD with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Agreement.

- The Vendor may not refuse to perform any project requested by Pearland ISD unless such project is unlawful.
- Pearland ISD also reserves the right not to issue a Purchase Order if in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order.

5.6 Estimated annual expenditures, quantities:

- Based on previous expenditures over the past 12-36 months for bid supplies/services, Pearland ISD estimates our annual spending for the product(s) and service(s) requested hereunder to be approximately $65,000.00. PLEASE NOTE THERE IS NO GUARANTEED ANNUAL VOLUME. Any contract award resulting from this procurement solicitation may be accessed by Pearland ISD on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high-performance vendors based on the selection criteria set forth herein. Pearland ISD makes no guarantees as to quantities and may purchase more or less than those stated in this procurement solicitation.

5.7 Overview:

Pearland Independent School District (PISD) seeks a solution for replacing the Internet Routers from a manufacturer currently positioned in the Gartner "Magic Quadrant" for their respective products. The current Internet routers are approximately 8 years old and reaching its end of support. The District is requesting the following equipment, or approved equivalent:

- Two (2) Juniper Networks MX301 Universal Routing Platforms
- Four (4) AC power supply modules with power cords
- Eight (8) 100Gb-LR4 optics/transceivers required for WAN and uplink connections
- Two (2) rack/cabinet mounting hardware kits
- Two (2) perpetual licenses Required cables and related hardware

The vendor will need to provide two Juniper MX301 internet routers or equivalent to PISD, including 100gb-LR4 optics and cables. All proposed hardware, software, and licenses shall include a minimum five (5)-year, 24 hours per day, seven (7) days per week support agreement with a four (4)-hour response requirement. A seven (7)-year support term is preferred.

Proposed Internet routers must support the following required protocols and functionality:

- Border Gateway Protocol (BGP), including full Internet routing tables
- Multiprotocol Label Switching (MPLS)
- Logical systems and virtualization

The scope of this RFP (Request for Proposal) will cover replacing the routers between the internet and the school district, including routers, related hardware, software, and licenses. This will replace 2 current Juniper MX204 Routers.

PART 6.0 – Pricing/Delivery Information

6.1 **Pricing**

Vendors must provide pricing in the Pearland ISD eBid System (http://www.pearlandisd.ionwave.net) including any additional pricing examples and pricing discount schedules that need to be submitted to provide Pearland ISD with a comprehensive pricing list. **Catalog/price lists must be included in the Vendor's proposal if applicable.**

Pearland ISD requires that the pricing submitted in proposals be offered as a quantity one price. Please bid on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.

6.2 **No cash advance discount will be considered.**

6.3 **Pearland ISD is tax-exempt -** Proposal prices should not include taxes.

PART 7.0 – Attachments

7.1 Interested Vendors should complete, scan, and upload the required Attachments in the Response Attachments section of the Vendor's proposal in the Pearland ISD eBid System: http://www.pearlandisd.ionwave.net