CSP # 26-10-03

Internal Connections - Campus Refresh - E-Rate (CAT 2)

Issue Date: 11/17/2026
Questions Deadline: 12/4/2026 10:00 AM (CT)
Response Deadline: 12/16/2026 10:00 AM (CT)

Contact Information

Contact: Katy LaBorde Asst. Director of Purchasing
Address: Purchasing Department
3205 W. Davis St
Conroe, TX 77304
Phone: (936) 709-7748
Email: klaborde@conroeisd.net

Event Information

Number:	CSP # 26-10-03
Title:	Internal Connections - Campus Refresh - E-Rate (CAT 2)
Type:	Competitive Sealed Proposal
Issue Date:	11/17/2026
Question Deadline:	12/4/2026 10:00 AM (CT)
Response Deadline:	12/16/2026 10:00 AM (CT)
Notes:	This Competitive Sealed Proposal (CSP) is for the purchase of Internal Connections - E-Rate (network system equipment, installation, and configuration services) to be performed at thirteen campus refresh locations for the Conroe Independent School District. Proposals shall be submitted through the eBid system at https://erate.esc12.net/R12. Electronic proposals will only be accepted via this online portal. MAILED, FAXED, AND E-MAILED PROPOSALS ARE NOT ALLOWED. Please direct any questions regarding this bid to the questions and answers section of this CSP located in the eBid system. Bidder is required to read and to comply with all bid terms. ***CONROE ISD WILL BE CLOSED FOR THANKSGIVING BREAK FROM MONDAY NOVEMBER 23RD - FRIDAY NOVEMBER 27TH*** ***CONROE ISD WILL BE CLOSED FOR Winter BREAK FROM MONDAY DECEMBER 21ST - FRIDAY JANUARY 1ST***

Billing Information

Address: Accounts Payable
3205 W. Davis St
Conroe, TX 77304
Phone: (936) 709-7772
Fax: (936) 760-7796
Email: invoice@conroeisd.net

Bid Activities

Issue CSP and First Newspaper Advertisement	11/17/2026 10:00:00 AM (CT)
Second Newspaper Advertisement	11/24/2026
Last Day For Questions	12/4/2026 10:00:00 AM (CT)
CSP Opening (Last Day To Submit A Proposal)	12/16/2026 10:00:00 AM (CT)
Anticipated Board Award	2/16/2027 6:00:00 PM (CT)
Anticipated Award Notification	2/17/2027

Bid Attachments

Erate 2027 Refresh CSP Spec.pdf View Online

Erate 2027 Refresh CSP Spec - Final

Bid Attributes

1	**NOTICE TO OFFERORS** This Competitive Sealed Proposal (CSP) is the intention of Conroe ISD (CISD), (District) to accept proposals from vendors for network system equipment and installation and configuration services to be performed at twelve school campuses. The District is requesting a turnkey solution on all items/services listed in this CSP. Any proposal responses without a turnkey solution may be deemed non-responsive. This CSP will be procured under both Texas Education Code Chapter 44 and Texas Government Code 2269. Where one code may fall short, the other code will fill in its place. Note, any reference to RFP in this document shall mean CSP. Bidders that have a Universal Services Administrative Company (“USAC”) Service Provider Identification Number (SPIN) are eligible to submit a proposal. All proposers are required to have a current Service Provider Annual Certification (SPAC) on file with USAC. Unit prices are requested for use throughout the District. A shelf or catalog discount is also requested for additional, district-wide purchases of items not specifically listed in this CSP. Award for discount allows price quotes for items not included in initial bid. Bidder shall provide the District a current catalog or price sheet upon request. All prices and/or discounts are to be effective for the funding year, effective April 1, 2027 through September 30, 2028 with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. Alternately, the District may approve longer or shorter terms of agreement upon the mutual consent of the parties. At the District’s option, there may be up to an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period. Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term. CISD MAY AWARD THIS PROJECT TO MORE THAN ONE BIDDER. The District plans to award per campus, based on a fully turnkey solution for each campus. However, this estimate should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and available funding. Official CISD purchase orders will be issued on an as-needed basis. CISD may award a contract for any or all of the items of this proposal. A bidder may be awarded on some or all items depending on the District's needs. If a bidder will not accept a partial award, but will accept only an award for all the items proposed, this stipulation must be stated clearly in the proposal response. This agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to the Agreement. The obligations of the District in any fiscal year for which this agreement is in effect shall constitute a current expense of the District for that fiscal year only, and shall not constitute an indebtedness of the District beyond that fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated. Quantities listed are an estimate and should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and available funds. Official CISD purchase orders will be issued on an as-needed basis. The use of manufacturers’ specifications (Design Guides) by the District is to be considered informative, giving the bidder information as to the minimum requirements of the items requested. Any proposed alternates MUST MEET OR EXCEED these requirements in order to be considered. If unsure from description that item to be offered meets or exceeds specifications, it is the bidder’s responsibility to further research the design guide. The bidder shall note any deviations from specifications and shall note those changes in specifications as a bidder note. Conroe ISD reserves the right to have final decision on an alternate meeting specification. Samples for alternates may be requested for evaluation purposes. If samples are requested, they must arrive within 48 hours after request. Conroe ISD assumes no responsibility for the handling of samples in any manner. Bidder is to indicate the manner in which samples are to be returned at no cost to the District. QUESTIONS & ANSWERS : Bidders may submit questions regarding this bid online through the eBid system under the Questions and Answers section. The questions and answers will be made available to all bidders in this section. It is the bidders’ responsibility to check the bid to see if any answers have been posted. The deadline for submitting questions is listed in the "Bid Information" and "Bid Activities" of the CSP. **The Bidder SHALL NOT contact any other District employee, School Board member or District consultant**

during this proposal solicitation, evaluation, and award process without prior approval of the Director of Purchasing or the Assistant Director of Purchasing. Failure to comply may result in disqualification.

☐ I have read and agree to the notice to offerors.
(Required: Check if applicable)

2 **Special Conditions**

SCOPE OF WORK AND SPECIFICATIONS

WIRED AND WIRELESS NETWORK INFRASTRUCTURE EQUIPMENT AND INSTALLATION

PART 1 - GENERAL

Conroe Independent School District (the "District") is accepting proposals from vendors("Bidders") for wired and wireless network equipment, installation, and configuration services to be performed at:

Armstrong ES
110 Gladstell Street
Conroe, TX 77301

Austin ES
14796 Highway 105 East
Conroe, TX 77306

Bush ES
7420 Crownridge Drive
The Woodlands, TX 77382

Gordon Reed ES
2045 McCaleb Road
Montgomery, TX 77316

Hope ES
14755 Granger Pines Way
Conroe, TX 77302

Lamar ES
1300 Many Pines
The Woodlands, TX 77380

Mitchell IS
6800 Alden Bridge Drive
The Woodlands, TX 77382

Powell ES
7332 Cochran's Crossing Drive
The Woodlands, TX 77381

Ride ES
4920 West Panther Creek Drive
The Woodlands, TX 77381

Stockton JHS
2750 Excellence Ave.
Conroe, TX 77301

Tough ES
11660 Crane Brook Drive
The Woodlands, TX 77382

Vogel IS
27125 Geffert Wright Rd.
Spring, TX 77386

Veterans Memorial IS
13475 FM 1485
Conroe, TX 77306

All onsite work is to be accomplished between the dates of May 31, 2027 and June 1, 2028 (with all sites being substantially complete by August 3, 2027). While many of the goods and services described in this Competitive

Sealed Proposal (CSP) will be acquired under Erate program rules, some goods and services listed herein will not and thus are not listed on the corresponding Form 470. Please review all products and services requested herein to provide a complete proposal. Products and services that will be acquired outside Erate program rules are marked as "**non-Erate**".

Please see the "Erate 2027 Refresh CSP Spec - Final" File in the attachments for the complete list of scope of work and specifications.

☐ I Agree
(Required: Check if applicable)

3 **Evaluation Points**

EVALUATION POINTS

TEA Code	Evaluation Criteria	Points
1	Purchase price of eligible products and services	20
1	Purchase price of Total Project Cost;	15
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	15
4	Extent to which the goods or services meet the needs of the District;	15
5	Bidder's past relationship with the District;	10
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	5
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Warranty and service of bidder;	5
9	Bidder's ability to manage a turnkey project;	5

☐ I Agree
(Required: Check if applicable)

4 General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. This solicitation shall be governed by the following documents unless an exception is otherwise taken within this solicitation. Some documents are incorporated by reference only, and may not be attached as part of this solicitation, though they will be considered enforced as part of the solicitation.

1. Texas Education Code 44.031.
2. Administrative Reference Manual (ARM)
3. Purchasing and Acquisition, CISD Policy CH(Legal).
4. Purchasing and Acquisition, CISD Policy CH(Local).
5. Notice to Offerors, Attribute #1 of this solicitation.
6. Special Conditions, Attribute #2 of this solicitation.
7. All other Attributes and attached documents included in the "Attachments" tab within this solicitation

2. Request for proposals shall be submitted through this eBidding system. Although the Conroe Independent School District (CISD, District) is legally required to accept paper quotes, we strongly request that bidders submit their proposal electronically through the CISD eBidding system. Please feel free to contact the appropriate buyer if you require any assistance with this submittal. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated. Proposals must be submitted on or before the designated hour of the due date specified.

3. The bidder, by his/her electronic signature and/ or submission of response, represents that he/she is authorized to bind bidder to fully comply with terms and conditions of this proposal, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the electronic bid form(s).

4. Board approval and acceptance of a quoted proposal price results in a binding contract. All proposals must provide goods and services at the price offered and accepted by the Conroe ISD Board of Trustees. Quantity requirements are a close approximation, but the right to make variations is reserved. Any failure to provide the goods or services at the price offered and accepted by the School Board may result in legal action being taken against the successful bidder for breach of contract, deceptive trade practices, and all other remedies, legal or otherwise, available to Conroe ISD.

5. Amendments to proposals will represent a true and correct statement and shall contain no cause for claim of omission or error.

6. The Board of Trustees of the Conroe Independent School District reserves the right to reject any and all offers and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District. All protests must be filed in writing with the Director of Purchasing within 10 days.

7. This Contract may be terminated without cause by District or bidder by giving thirty (30) days written notice to the other party. Bidder’s notice is proper if sent to the District’s Legal Department as listed on the District's website. District’s notice is proper if sent to bidder’s contact address as indicated in this proposal. In the event of termination not caused by bidder, the bidder shall be paid for services performed to the date of termination in accordance with the terms of this Contract. If bidder fails to provide the services required under this Contract in any manner, or otherwise fails to comply with the terms of this Contract or violates any policy, regulation or other law which applies to its performance, District may terminate this Contract by giving five (5) calendar days written notice.

8. District specifications have been developed to show minimal standards for the products specified. In those instances where brands are referenced, products equal to or exceeding specifications may be offered as alternates.

9. Proposals must show the unit price based on the specified quantity and pack size requested. Bidders are to offer pricing on proposed items as listed. If offering other than the specified quantity or pack size requested, price should be listed as an ALTERNATE. In addition, the description must list all differences from the specified unit of measure and/or pack size. If this requirement is not followed, the District reserves the right to reject the proposal submitted on that particular item.

10. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless the District, officers, Trustees, Agents, and

employees from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such article in violation, infringement or the lack of rights under such patent, copyright, trademark or application.

11. Deliveries shall include transportation costs F.O.B. destination, Conroe ISD, and further requirements as stated in the Special Conditions. If delays are foreseen, written notice shall be given to the Purchasing Department which will take the extensions under advisement. Delivery of purchases in good condition will be bidder's responsibility. No delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and returned at the expense of the bidder if found to be inferior to those specified. Bidders who fail to deliver as specified may be removed from the bidder list.

12. Inside Deliveries and Installation: Items marked and or designated as inside delivery and installation shall include: delivery of items, unload, set-up and install, and remove all debris and trash. If necessary, the floor shall be swept and or vacuumed so as the condition of the floor is returned to its original state.

13. Drop shipments may be refused if they are not labeled with a Conroe ISD purchase order number. Bidder will be required to pay re-delivery charges, if omitted from the paperwork. Drop shipments must include total quantity ordered for a given item. NOTE: Only CISD North Warehouse and CISD South Warehouse have a dock to unload. All other delivery locations do not have a dock to unload.

14. In accordance with Education Code 44.031(b), in evaluating qualified proposals for contract award, Conroe ISD will use the Best Value Method to determine the awarded Bidder(s).

A. In determining Best Value, the District shall consider the following or as adjusted in the "Evaluation Criteri and Scoring" attribute. NOTE: Order does not represent priority:

1. Purchase price;
2. Reputation of the Bidder or the Bidder's goods or services;
3. Quality of the Bidder's goods or services;
4. Extent to which the goods or services meet the needs of the District;
5. Bidder's past relationship with the District;
6. The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. Total long-term cost to the District to acquire the goods or services;
8. 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 Texas; or
    b. employs at least 500 persons in Texas; and
9. Any other relevant factor specifically listed in the proposal.

B. Discount from terms on invoice will not be considered in the evaluation of the proposal.

C. See Notice to Offerors and/or Special Conditions for any additional details.

15. Conroe ISD is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request.

16. Payments will be made within 30 days after receipt of original invoice for each shipment completed (where merchandise has been received in good order). Invoices indicating discount for early payment will be paid accordingly at the District's discretion. Only the company listed on the electronically signed proposal shall invoice and receive payment for those items. All invoices shall be emailed or mailed to the Bill To address listed on the purchase order.

17. Per SB 1, Sec. 44.034, a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a

felony. The Felony Conviction Notification must include a general description of the conduct resulting in the conviction of a felony.

18. Insurance coverage is required. A copy of current coverage for General Liability, Workman's Compensation and Employer's Liability with Statutory Limits, Automobile Liability and Excess Liability shall be furnished with the response. After board approval of the contract, bidder shall name Conroe ISD as the Certificate Holder and additional insured. See insurance section below for policy minimums.

19. All bidders shall submit at least three (3) references from companies and/or school districts (other than Conroe ISD) for which bidder has provided similar products. References should include the company name, contact name, email address, and telephone number. Proposals submitted without three (3) references may be disqualified from consideration.

20. EDGAR: bidders must comply with the REQUIRED CONTRACT PROVISIONS FOR NON- FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

21. All awarded vendors shall complete the Texas Ethics Commission's Form 1295 located on the Texas Ethics Commission website. (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

22. Awarded vendors will be required to register in Conroe ISD's vendor Access Center.

☐ I Agree
(Required: Check if applicable)

5 Vendor Contact During The RFP Process

During the RFP process, proposers are only allowed to contact the Purchasing Agent or Purchasing Department regarding any aspect of the RFP. Proposers SHALL NOT contact any other District employee, School Board member or District consultant during this proposal solicitation, evaluation, and award process without prior approval of the Director of Purchasing or the Assistant Director of Purchasing. Failure to comply may result in disqualification.

☐ I agree ☐ I do not agree
(Required: Check only one)

6 I agree to the terms of this bid that state the prices I submit for the line items include Delivery Charges FOB Conroe ISD.

This statement applies to the prices entered under the Line Items Tab.

☐ I Agree ☐ No - My prices do not include delivery charges.
(Required: Check only one)

7 Purchase Order Payment Terms.

CISD will issue a purchase order for all purchases/ service requested. Payments will be made within 30 days AFTER receipt of original invoice for each shipment/ service completed (where merchandise has been received in good order). Only the company listed on the electronically signed proposal shall invoice and receive payment for those items. All invoices shall be emailed or mailed to the Bill To address listed on the purchase order.

☐ I Agree
(Required: Check if applicable)

8 Purchase Order Terms and Conditions

Conroe ISD Purchase Order Terms and Conditions are listed at this link. (http://www.conroeisd.net/department/financial-services/purchasing/) I agree to the PO Terms and Conditions listed.

☐ I Agree
(Required: Check if applicable)

9 Is your principal place of business located in Texas?

☐ Yes ☐ No
(Required: Check only one)

10 **How many persons are employed in Texas?**

☐

(Required: Numbers only)

11 **Design Guides**

The use of manufacturers' specifications and/or brand names (Design Guides) by the District is to be considered informative, giving the bidder information as to the minimum requirements of the items requested; however, they are not intended to restrict other considerations. Any proposed alternates MUST MEET OR EXCEED these requirements in order to be considered. If unsure from description that item to be offered meets or exceeds specifications, it is the bidder's responsibility to further research the design guide. Conroe ISD reserves the right to have final decision on an alternate meeting specification.

☐ I Agree

(Required: Check if applicable)

12 **Non-Collusion Statement**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this offer as to prices, terms or conditions of this said contract have not been communicated by the undersigned nor by any employee or agent to any other persons engaged in this type of business prior to the official opening of this proposal."

☐ I Agree

(Required: Check if applicable)

13 **Felony Conviction Notification**

State of Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony". Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract". THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION The vendor is to certify that the information concerning notification of felony convictions has been reviewed and the information furnished is true to the best of my knowledge.

☐ The company is a Publicly held corporation ☐ Owner / Operator has NOT been convicted of felony

☐ Owner / Operator HAS been convicted of felony

(Required: Check only one)

14 **Felony Conviction Response**

If you answered yes to the felony conviction statement, please state the name(s) of the felon(s) and give a general description of the conduct resulting in the conviction of a felony.

(Optional: Maximum 1000 characters allowed)

15	**Conflict of Interest Questionnaire Acknowledgement** Texas Local Government Code Chapter 176 requires vendors (or their agents) who enter or seek to enter into a contract with the District to complete and file Texas Ethics Commission form CIQ **IF** the vendor or agent (1) has an employment or other business relationship with a local government officer or member of the local government officer's family as defined by Local Government Code 176.001 **OR** (2) has given a local government officer or a member of the local government officer's family one or more gifts with an aggregate value specified by Local Government Code 176.003(a)(2)(B), **OR** has a family relationship with a local government officer. The form must be filed with the District's Purchasing Department. Local government officers of the District are its Board of Trustees, its Superintendent, and any employee or agent of the District who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. Employees or agents of the District who exercise discretion in the planning, recommending, selecting or contracting process may vary for each procurement, resulting in a vendor completing and filing more than one form CIQ. **If neither (1), (2), nor (3) exist, it is NOT necessary to file form CIQ.** **Business Relationship** means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (a) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (b) a transaction conducted at a price and subject to terms available to the public; or (c) a purchase or lease of goods or services from a person that is charted by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. **Family member** means a person related to another person within the first degree by consanguinity (blood) or affinity (marriage). The CIQ form can only be filed by scanning and sending to bbroussard@conroeisd.net. Note: Bid/Quote responses should be sent to the Purchasing Department at the address or fax number listed on the Bid/Quote form. Do not send them to the above email address. Form CIQ can be found at the Texas Ethics Commission website: https://www.ethics.state.tx.us/forms/conflict/ If the filing of form CIQ is required, it must be filed within seven business days of starting discussions or negotiations or submitting a bid, proposal, or other correspondence relating to a potential contract and within seven business days of becoming aware of an employment or other business relationship or gifts to an officer that would require disclosure. It is a Class C misdemeanor to knowingly fail to file form CIQ. Chapter 176 requires that all forms be posted on the District's Web site. If you have any questions regarding the filing of this form, you should contact your lawyer or other legal representative. Please check the box to acknowledge that you have read, understand, and if applicable, completed and return the FORM CIQ: Conflict of Interest Questionnaire, as instructed on the Questionnaire located at https://www.ethics.state.tx.us/forms/conflict/. ☐ I have read and understand the form. *(Required: Check if applicable)*

16	**Federal Procurements** The District will be utilizing federal funds in making purchases through the contract created by the award of this solicitation. Based on the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Appendix II, provides the contract provisions to meet the federal requirements. The proposer will certify and affirm that all applicable requirements by submission of a proposal response. It is the sole responsibility of the awarded proposer to continue to adhere to the federal regulations. The District may choose at times during the term of the award to verify through the SAM.gov website that the awarded proposer's status has not been changed to suspended or debarred. If the District determines that the company has been suspended or debarred, the District will be required to procure the items through other means until the company's status has changed to active and is again eligible. Proposers are encouraged to access this website and provide the findings as an attachment to this solicitation. ☐ I certify and affirm compliance *(Required: Check if applicable)*
17	**Debarment Statement** Certification Regarding Debarment, Suspension,Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (1) The prospective lower tier participant certifies, by submission of this proposal,that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant is unable to comply with any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. ☐ I Agree ☐ Unable to comply with this statement *(Required: Check only one)*
18	**Unique Entity ID** The Unique Entity Identification (UEI) number used to identify a vendor in SAM.gov. If you do not have a UEI number, please enter N/A. _____ _____ _____ *(Required: Maximum 1000 characters allowed)*

19 Criminal History Background Check

If Contractor performs services where students are regularly present, Contractor, at his or her own expense, is required to fully comply with Texas Education Code §22.0834 to the extent before services are performed under this Contract. District reserves the right pursuant to obtain from any law enforcement or criminal justice agency all criminal history record information that relates to Contractor or its employees or agents.

In compliance with Texas Education Code §22.0834, Contractor makes this certification.

Definitions:

Covered employees are employees of Contractor who have or will have continuing duties related to the service to be performed at District and have or will have direct contact with students. District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history is any conviction or other criminal history information designated by District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

1. a felony offense under Title 5, Texas Penal Code;
2. an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
3. an equivalent offense under federal law or the laws of another state.

On behalf of Contractor, I certify that:

None of Contractor's employees are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor or his employees or agents are covered employees. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None of Contractor's employees are covered employe

☐ Some/all Contractor's employees are covered empl.

(Required: Check only one)

20	**Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms (Historically Underutilized Business or HUB) vendor? If yes, enter your Vendor ID number.** To be identified as a HUB vendor in the State of Texas, a qualified vendor must be HUB Certified with the State. Please attach any certificates you may have to support your certification in the "Response Attachments" tab. *(Required: Maximum 1000 characters allowed)*
21	**References** Please complete the reference fields below. Bidder should list as references school districts and/or companies (other than Conroe ISD) for which bidder has provided products or services similar to what is requested on this bid. Additional references for the bidder can be provided as an upload document.
22	**Reference 1** Please enter the following information: Company Name: Contact Name: Phone Number: Email Address: *(Required: Maximum 4000 characters allowed)*
23	**Reference 2** Please enter the following information: Company Name: Contact Name: Phone Number: Email Address: *(Required: Maximum 4000 characters allowed)*

24	**Reference 3** Please enter the following information: Company Name: Contact Name: Phone Number: Email Address: *(Required: Maximum 4000 characters allowed)*

25 **Insurance Requirements**

Unless otherwise agreed to by CISD, the Supplier shall carry insurance with responsible carriers acceptable to CISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord 25) to CISD indicating compliance with this paragraph.

Type of Coverage and Minimum Limits

1. Commercial General Liability - $1,000,000 Combined Single Limit; $500,000 Combined Single Limit Each Occurrence

2. Automobile Liability - Bodily Injury & Property Damage owned, non-owned vehicles and hired vehicles - $1,000,000 Combined Single Limit For all Each Occurrence

3. Workers' Compensation and Employer's Liability - As statutory provisions require in the State of Texas

4. Employer's Liability - $500,000 Each Accident; $500,000 Disease Policy Limit; $500,000 Disease Each Employee

5. Excess Liability - $500,000 Each accident; $500,000 Aggregate

6. Professional Liability (errors and omissions) may be required at the discretion of the Project Manager.

The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above prior to the commencement of any work. The Supplier shall maintain such insurance in full force and effect throughout the duration of the contract/agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the contract/agreement, Supplier shall supply CISD with equivalent assurance to the required insurance, acceptable to CISD.

CISD shall be named as an additional insured on the automobile and commercial general liability policy. CISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of CISD in the workers' compensation, automobile and commercial general liability policies. The Supplier's insurance provider(s) shall provide CISD with original certificates of insurance (Acord 25), acceptable to CISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to CISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of CISD that it is able to satisfy the deductible.

Notice regarding insurance and cancellation or changes should be mailed to:

Brian Broussard
Conroe Independent School District
Purchasing Department
3205 W. Davis St
Conroe, Texas 77304

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

☐ I have attached the insurance certificate.
(Optional: Check if applicable)

26 **Certificate of Interested Parties Form 1295**

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's

online filing application, printed out, signed, and mailed to Conroe ISD Buyer)

Conroe ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Conroe ISD from entering into a contract resulting from this procurement process (RFP, CSP, Quote, etc.) with a business entity unless the business entity submits a Certificate of Interested Parties (Form 1295) to Conroe ISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

(1) "Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).

(2) "Interested Party" means a person:

a) who has a controlling interest in a business entity with whom Conroe ISD contracts; or
b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).

(3) "Controlling interest" means:

a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).

(4) "Intermediary" means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

a) receives compensation from the business entity for the person's participation;
b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity. The completed Form 1295 with the certification of filing certificate number and signatures must be filed with Conroe ISD by sending the completed form to the appropriate Conroe ISD Buyer.

Conroe ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After Conroe ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Conroe ISD.

Note: Form 1295 is required when a contract is valued at $1 million or more, contracts that require board action, and for any contract for services that requires registration as a lobbyest under Chapter 305 of the Government Code. Publicly traded business entities are exempt from filing a Form 1295.

☐ I Agree
(Required: Check if applicable)

27 EDGAR AND OTHER FEDERAL CERTIFICATIONS

EDGAR AND OTHER CERTIFICATIONS ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT OR OTHER FEDERAL MONIES.

The following certifications and provisions are required and apply when Conroe Independent School District ("CISD") ("District") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and "Vendor" in all situations where Vendor has been paid or will be paid with federal funds:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when CISD expends federal funds, CISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when CISD expends federal funds, CISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. CISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if CISD believes, in its sole discretion that it is in the best interest of CISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by CISD as of the termination date if the contract is terminated for convenience of CISD. Any award under this procurement process is not exclusive and CISD reserves the right to purchase goods and services from other vendors when it is in CISD's best interest.

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

Pursuant to Federal Rule (C) above, when CISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when CISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when CISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by CISD resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by CISD, Vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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

Pursuant to Federal Rule (G) above, when federal funds are expended by CISD, Vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

Pursuant to Federal Rule (H) above, when federal funds are expended by CISD, Vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used

Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by CISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by CISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

(J) See §200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) See §200.216 Prohibition of certain telecommunications and video surveillance services or equipment

(L) See §200.322 Domestic preferences for procurements

As appropriate and to the extent consistent with law, all contracts awarded by the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by CISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other

pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of CISD 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 Contract, 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 Contract 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 Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

CISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives (this shall include the FEMA Administrator or U.S. Comptroller General) shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED.

It is the sole responsibility of the awarded vendor to continue to adhere to the federal regulations. The District may choose at times during the term of the award to verify through the sam.gov website that the awarded vendors status has not been changed to suspended or debarred. If the District determines that the vendor has been suspended or debarred, the District will require to procure the items through other means until the vendor's status has changed to active or is again eligible.

☐ VENDOR AGREES TO COMPLY WITH ALL FEDERAL

☐ VENDOR DOES NOT AGREES TO COMPLY WITH ALL FEDERAL

(Required: Check only one)

28 **Federal Funds Spent Off Contract**

The Bidder agrees that the District will be able to purchase up-to 25% of the awarded value of this contract using Federal Funds on items not specifically outlined in this solicitation.

☐ I Agree
(Required: Check if applicable)

29 **Multi-Agency Participation**

Conroe Independent School District reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Texas as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to Chapter 44, §44.031 B(a)(4), and Chapter 791. The Vendor agrees to notify CISD of those entities that wish to use any contract resulting from this solicitation and will also provide usage information. A copy of the Contract pricing and the bid requirements incorporated in the Contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. CISD does not assume any responsibility other than to obtain pricing for the specifications provided.

☐ I agree
(Required: Check if applicable)

30

Interlocal Agreements through the Central Texas Purchasing Alliance (CTPA)

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

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

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

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

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

☐ I Agree
(Required: Check if applicable)

31

Certification Regarding Terrorist Organizations

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154 or §§ 2270)

☐ I certify my company complies. ☐ I certify my company DOES NOT comply.
(Required: Check only one)

32

Certification Regarding Boycott of Israel

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

☐ I certify my company DOES comply. ☐ My company is exempt as a sole proprietorship.

☐ My company does not meet the necessary criteria. ☐ I certify my company DOES NOT comply.
(Required: Check only one)

33 Compliance with Gov't Code 552.372

The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than $1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.

☐ I Agree

(Required: Check if applicable)

34 Certification Regarding Covered Telecommunications

Federal grant funds may not be used to purchase equipment, services or systems that uses "Covered Telecommunications" equipment or
services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, **"Covered Telecommunications"** means:

- Purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

☐ I certify Covered Telecommuincations are NOT used.

☐ I certify Covered Telecommuincations ARE used.

(Required: Check only one)

35 Certification Regarding Firearm Entity/Trade Association Nondiscrimination

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES:

If VENDOR is not a sole proprietorship, has ten (10) or more employees, and the value of VENDOR's bid or proposal has a value of $100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the DISTRICT, unless excepted from that law.

☐ Yes Vendor Certifies Compliance ☐ No Vendor Is Not Compliant

(Required: Check only one)

36 Boycott of Certain Energy Companies

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

☐ Yes Vendor Certifies Compliance ☐ No Vendor Is Not Compliant

(Required: Check only one)

37 Certification Regarding Certian Foreign-Owned Companies in Connection With Critical Infrastructure

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

☐ [Please Choose One] ☐ I Certify and Agree ☐ No, Vendor does not agree

(Required: Check only one)

38 Clean Air Act

All vendors must comply with all standards pursuant to the Clean Air Act of 1970, as Amended (42 USC 1857 (h), Section 508 of the Clean Water Act, as amended (33 USD 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

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

☐ I Agree

(Required: Check if applicable)

39	**Abortion Providers** Pursuant to Texas Government Code Ann. Chapter 2273, by submitting a bid or proposal and entering a contract with the DISTRICT on such bid or proposal, the VENDOR verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers, whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the DISTRICT is void if the VENDOR has such a prohibited affiliation or contractual relationship. ☐ Vendor Verifies They Are Not A Provider *(Required: Check if applicable)*
40	**Termination** This Contract may be terminated without cause by District or bidder by giving thirty (30) days written notice to the other party. Vendor's notice is proper if sent to the District's Legal Department as listed on the District's website. District's notice is proper if sent to vendor's contact address as indicated in this proposal. In the event of termination not caused by vendor, the bidder shall be paid for services performed to the date of termination in accordance with the terms of this Contract. If vendor fails to provide the services required under this Contract in any manner, or otherwise fails to comply with the terms of this Contract or violates any policy, regulation or other law which applies to its performance, District may terminate this Contract by giving five (5) calendar days written notice. The District shall have the right to terminate any purchase order to, contract with, or awarded to, Vendor, in whole or in part, for cause (including breach of the proposal, warranties, or contract by Vendor, or because of loss of federal funding) or for the District's convenience at any time. Any award, contract, or purchase order is subject to termination by District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Solicitation on behalf of District, is at any time while the Solicitation is in effect, an employee of Vendor in any capacity or as a consultant to Vendor with respect to the subject matter of the Solicitation. ☐ Vendor Agrees *(Required: Check if applicable)*
41	**Civil Rights / Discrimination** The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement." "By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant. ☐ I agree *(Required: Check if applicable)*

42 **Force Majeure**

Neither DISTRICT nor VENDOR shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under the bid or proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of the bid or proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non-performance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects, or to otherwise perform. The DISTRICT shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. These provisions shall not preclude DISTRICT from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work, as otherwise permitted under the bid or proposal.

☐ Vendor Agrees

(Required: Check if applicable)

43 **Notice Of Delays**

Whenever VENDOR encounters any difficulty which delays or threatens to delay timely performance, VENDOR shall immediately give notice, in writing, to DISTRICT, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by DISTRICT of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

☐ Vendor Agrees

(Required: Check if applicable)

44 **Bid Contact Name**

List the name of the person who submitted this bid. (Include Title: Mr./Ms./Mrs.)

(Required: Maximum 1000 characters allowed)

45 **Bid Contact Email Address**

Please provide the email address of the person submitting this proposal. Responses are validated for an acceptable email format. (Example: myname@company.net).

(Required: Email address)

46 **Bid Contact Address (Street)**

List the street address for award notifiation, contract estensions, etc. for the bid contact. Use proper grammar and punctuation (ie. 3205 Great Oaks Dr., Ste. 250)

(Required: Maximum 1000 characters allowed)

47 Bid Contact Address (City, State, Zip)

List the city, state, and zip code for the address listed above. Use proper grammar and punctuation (ie. Conroe, TX 77304)

(Required: Maximum 1000 characters allowed)

48 Bid Contact Phone Number

List the phone number of the person who submitted this bid. Include area code. List direct number when possible, or list phone number with extension.

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

49 Purchase Order Email Address

Please provide an email address that POs will be emailed to for future purchases. Responses are validated for an acceptable email format. (Example: ordersandpos@company.net).

NOTE:This must be an actively monitored email address.

(Required: Email address)

50 Vendor Responsibility

I, the vendor, certify that I am responsible for the payment of any goods or services, provided to the District, that are not listed on an official Conroe ISD purchase order.

☐ I Agree.

(Required: Check if applicable)

51 W-9 Form

A blank W-9 Form can be found in the Attachments section. After completing it, you can attach it in the Response Attachments section.

☐ I have attached a completed W-9 form.

(Optional: Check if applicable)

52 Conroe ISD Vendor Access Center (VAC)

If awarded, you will be required to register in Conroe ISD's Vendor Access Center. Awarded vendor will be notified of award status, given a vendor number, and prompted to register online.

☐ I acknowledge this requirement.

(Required: Check if applicable)

53 Percentage Discount - Shelf or Catalog Items

Provide a discount percentage from catalog or shelf price for items not listed as line items and for future quoting opportunities when line item prices have expired. Discount(s) shall remain firm for the term of the contract period. If offering shelf price only with no discount, please indicate with 0%. This box will accept numbers only, no text. If discounts are variable, show variables, i.e. 0-25. If there are categories of items that are not eligible for discount, so indicate in the text box provided below.

(Required: Maximum 1000 characters allowed)

54 **Percentage Discount Exclusions**

If there are categories of items that are not eligible for the above listed percentage discount, indicate in the field provided.

(Optional: Maximum 4000 characters allowed)

55 **Do Percentage Discount items include delivery charges FOB Conroe ISD (free shipping)?**

This is specifically asking about shipping charges on items purchased under the catalog discount and does not apply to the line items listed in this bid. Shipping charges for the line items are stated in the Terms & Conditions.

☐ Yes -Shipping charges are included (free shipping)

☐ No. Shipping charges will be added to the invoice.

(Required: Check only one)

56 **If you answered NO above that the Percentage Discount items do not include free shipping, how much should be added for shipping charges?**

(Optional: Maximum 1000 characters allowed)

Bid Lines

1 Internal Connections - Campus Refresh

Quantity: 1 UOM: EA Unit Price: $ Total: $

Item Notes: Pricing must be submitted on the provided excel spreadsheet and returned in the native format.

Supplier Notes:

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

I affirm that all statements and information contained in this proposal is true and correct. By electronically signing this document and submitting the proposal, I certify that I have the authority to legally bind my company in this proposal.

Print Name

Signature