

**24-005**

**Internet Connectivity**

Issue Date: 9/27/2023

Questions Deadline: 10/06/2023 12:00 PM Response Deadline: 11/8/2023 12:00 PM

Procurement Services

All bids and questions must be submitted via the online system for CRW Consulting at www.crwconsulting.com/ifcb

# Event Information

Number: 24-005

Title: Internet Connectivity

Type: Request for Proposals

Issue Date: 9/27/2023

Question Deadline: 10/06/2023 12:00 PM Response Deadline: 11/08/2023 12:00 PM

Notes: The Spring Independent School District ("District") requests competitive sealed proposals for the purpose of identifying a vendor(s) to supply Internet Connectivityto support the needs of the District, in accordance with the terms, conditions and specifications established within this Request for Proposals (RFP).

**Proposals are due on or before 11:59 pm Pacific Time November 8, 2023. An award recommendation will be made at the Spring ISD Board of Trustees meeting scheduled on January 9, 2024.** If the award recommendation is approved, the initial term of this contract ("Contract") will be for one (1) year from July 1st, 2024, through June 30th, 2025 (for reoccurring services); for equipment purchases the term will be July 1st 2024 through September 30th, 2025. Thereafter, the District reserves the right to either renew the contract annually for up to four (4) additional one-year terms ("Renewal Terms") or to extend the contract on a month-to-month basis to prevent a lapse in the contract term until the District re-bids the Contract.

Total estimated value of this contract is greater than $50,000 annually, depending on the District's needs over the contract period.

**Billing Information**

Address: Accounts Payable

Gordon M Anderson Leadership Center

16717 Ella Blvd

Houston, TX 77090-4299

Phone: 281 (891) 6000

Fax: 281 (891) 6006

# Bid Activities

**Bid Advertisement 1** 9/29/2023

This is the date of the first bid advertisement in the newspaper.

**Bid Advertisement 2** 10/06/2023

This is the date of the second bid advertisement in the newspaper.

**Anticipated Award** 1/9/2024

The Board Meeting we anticipate recommending awardees to the Spring ISD Board of Trustees for award.

**Anticipated Award Notification** 1/10/2024

Send out award letters and or contracts.

# Bid Attachments

**STANDARD TERMS.pdf**

STANDARD TERMS & CONDITIONS GOVERNING THE PURCHASE OF GOODS AND SERVICES: 08.07.2023 - These

Standard Terms & Conditions are requirements that are binding upon award of a Spring ISD Contract to the selected vendor(s). These terms communicate the District’s expectations with regard to the vendor's performance in connection with the District’s purchases. Vendors are cautioned to inform themselves fully on the terms and conditions hereinafter set forth prior to engaging with the District.

**fw9 (1).pdf**

\*\*REQUIRED\*\* - Form W-9: This form is to be completed by all vendors submitting a bid response. The completed form must be uploaded with the vendor’s response to the IFCB.

# Requested Attachments

**Form W-9**

*(Attachment required)*

\*\*REQUIRED\*\* - Form W-9: This form is to be completed by all vendors submitting a bid response. The completed form must be uploaded with the vendor’s response to the IFCB.

# Bid Attributes

**Scope of Work**

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## Vendor Instructions

**It is recommended that vendors review the information associated with this Request for Proposals**

**(”RFP” or ”Solicitation”) in the following order:**

* 1. Read all RFP documents provided as attachments to the IFCB to learn about the services requested by Spring ISD and the associated terms, conditions, and specifications of this solicitation and any resulting contract;
	2. Gather the information you will need to prepare your proposal;
	3. Provide all the required information completed forms, and/or other documents (Response Attachments), as requested per the instructions in this Solicitation; and finally,
	4. Submit your proposal prior to the bid submission deadline.

**IT IS HIGHLY RECOMMENDED THAT VENDORS SUBMIT THEIR PROPOSALS AT LEAST FOUR (4) HOURS PRIOR TO THE ESTABLISHED BID SUBMISSION DEADLINE IN ORDER TO WORK THROUGH ANY ERRORS OR MISSED RESPONSES YOU MAY BE ADVISED OF BY THE SYSTEM AS YOU TRY SUBMITTING YOUR PROPOSAL. THE DISTRICT IS NOT RESPONSIBLE FOR ANY NON-SUBMITTED PROPOSALS CAUSED BY ANY REASON OUT OF THE DISTRICT'S CONTROL, INCLUDING BUT NOT LIMITED TO, IMPROPER PLANNING BY THE VENDOR TO SUBMIT A RESPONSE PRIOR TO THE SUBMISSION DEADLINE, INTERNET CONNECTIVITY ISSUES, OR TECHNICAL DIFFICULTIES OF ANY KIND**

## Pricing Requirements

* 1. Bid pricing shall remain fixed for the full initial term of this contract. Any requests for a price increase may be presented to the District for consideration only at the contract renewal points and must be accompanied by a proper justification. The District expects suppliers to avoid cost increases and to negotiate with their own suppliers or manufacturers in order to achieve this objective. Any price increase requests that are accompanied by proper justification should limit the increase to no more than 3% over the previous year's costs. The District reserves the right to contest and negotiate any price increase requests.
	2. Suppliers are required to bid all items listed. Incomplete bids will be disqualified.
	3. If varying minimum order quantities are required for any particular item, or if Manufacturer price increases have occurred, the District reserves the right to price quote those items from any of the awarded vendors and to add the desired item to the contract of the vendor whose proposal offers the best value to the District, considering all relevant factors including but not limited to pricing, availability, product quality, expected delivery lead times, etc.
	4. The unit pricing proposed for the products listed in the respondent’s bid shall represent the maximum price the District would pay for such products.

## Product Substitutions, Additions, or Cancellations

In the event that the needs of the District change during the effective term of an awarded contract, the District may decide to either (i) substitute a previously awarded item with another product that meets new requirements, (ii) add a new product to the awarded contract, or (iii) cancel/remove a product from the contract. Spring ISD will reserve the right to take any of these actions at any time and at its sole discretion with prior written notice to the affected vendor(s).

1. **PRODUCT SUBSTITUTIONS:** Product substitutions for original products no longer available through the awarded vendor(s) or no longer desired by the District for any reason may be either negotiated directly with the vendor(s) awarded the original item(s) or quotes may be requested from one or more of the other awarded vendors. If the product substitute recommended by any given vendor is not acceptable to Spring ISD for any reason, then Spring ISD reserves the right to purchase the product substitute through a vendor on a Purchasing Cooperative or another vendor of its choice.
2. **PRODUCT ADDITIONS:** Related products not originally listed in this solicitation that the District expects to order on an ongoing basis over the term of the contract may be added to the contract of an awarded vendor, as needed, and Spring ISD reserves the right to either negotiate pricing for such product(s) directly with one or more of the awarded vendors, to obtain price quotes from one or more of the awarded vendors and then negotiate final pricing with any of the awarded vendors, or to purchase such product(s) from a Purchasing Cooperative.
3. **PRODUCT CANCELLATIONS:** Products no longer desired or required by the District may be canceled/removed from any awarded contract at any time and for any reason by not placing any additional reorders for such product and by notifying the affected vendor(s) of such decision. In such instances, the District will be liable only for any products ordered by and delivered to the District prior to the District issuing a written notice to the affected vendors of its decision to remove such product(s) from the awarded contract.

**Exceptions to Sourcing from Contracted Vendors**

In certain cases, it may be necessary for the District to purchase products covered by this bid from a vendor or vendors other than the originally contracted vendor(s).

Those exceptions include the following:

1. The need for a product or service is acute and delay in obtaining it would adversely affect the District.
2. A contracted vendor cannot supply a product and cannot special order the product in a timely manner and/or under the original terms and conditions.
3. The product/service offered by an awarded contractor may be obtained through an authorized Purchasing Cooperative under better terms (i.e. Lower pricing, shorter lead time, better quality, etc.).
4. Deviation in pricing from the prices submitted in this bid.

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## 6 Evaluation Criteria

PLEASE CHECK THE BOX TO CONFIRM ACKNOWLEDGEMENT OF THIS PROVISION.

I acknowledge review of this provision

*(Required: Check if applicable)*

EVALUATION CRITERIA: By law (Texas Education Code 44.031(b)) contract awards must be made taking into account the following factors (see the Technical Specifications document for the bid matrix to be used for this project):

1. Purchase price or discount; *Price of Eligible Goods and Services*
2. Long-term costs (service, supplies, maintenance, etc.); *Price of Eligible Goods and Services*
3. Quality of vendor's goods or services; *Expertise of The Company & Understanding of Needs/Completeness of Bids*
4. Extent to which the good or service meets district needs; *Understanding of Needs/Completeness of Bids*
5. Reputation of the vendor and of the vendor's goods or services; *Expertise of The Company*
6. Vendor’s past relationship with the district; *Service History*
7. Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; Note: this criterion will not be used for this solicitation.
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 (i) has its principal place of business in this state; or (ii) employs at least 500 persons in this state; and *Location of the Company*
9. Any other relevant factor(s) specifically listed in the request for bids or proposals. *Understanding of Needs/Completeness of Bids*

NOTE: Although all factors shall be considered by the District, the District reserves the right to assign a weight to each evaluation criteria. If one or more factors do not have any weight on the evaluation process of a specific request for bid or proposal, the District may assign a weight of zero ”0” to said irrelevant factors.

**Vendor Questions & Answers (Submit Online)**

Any questions associated with this Request for Proposals will be addressed via CRW Consulting’s online bidding system under the “submit a question” button.

**Questions must be submitted by no later than11:59 PM Pacific Time on FRIDAY, OCTOBER 6, 2023.** Answers will be posted on CRW Consulting’s system as soon as possible after this date and the addendum will be available for all interested parties to download.

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*(Required: Maximum 100 characters allowed)*

**W-9: Company Name**

Please provide your Company name as listed in Box 1 of the Form W-9 and as shown on your income tax return.

If this name does not match your name as registered in this e-bidding system, please email contracts@gmail.com (include your W-9) to request an update.

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**Late Proposals Not Accepted**

**The "Close Date & Time" referenced on this solicitation is the deadline by which responses must be posted and submitted via CRW Consulting’s online bidding system.**

**LATE SUBMISSIONS WILL NOT BE ACCEPTED!**

Please give yourself ample time to enter your submission online prior to the deadline, at which time the online system will lock and will not accept any submissions.

**IMPORTANT NOTES TO SUPPLIERS:**

* The District highly recommends that vendors submit their completed bid response 4 to 24 hours prior to the bid submission deadline in order to have time to address any errors they may encounter during the bid submission process.
* The District will not be responsible for any late responses or for any technical issues that are out of the District's direct control.

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| **1****0** | **W-9: Company Business Name/Doing Business As (DBA)**Please provide your Company Business Name as listed in Box 2 of the Form W-9, as applicable. |
|  | If this name does not match your business name as registered in this e-bidding system, please email |
|  | contracts@gmail.com (include your W-9) to request an update. |
|  | *(Required: Maximum 100 characters allowed)* |

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| **1****1** | **Contact Name & Title (Authorized Agent)**What is the full name and title of the authorized agent associated with this bid? |
|  | *(Required: Maximum 50 characters allowed)* |

**Contact Email Address (Authorized Agent)**

What is the e-mail address of the authorized agent associated with this bid?

*(Required: Email address)*

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**Contact Phone Number (Authorized Agent)**

What is the phone number of the authorized agent associated with this bid?

ext:

*(Required)*

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**Vendor Qualification (Term of Pricing)**

As indicated within this solicitation, all bid pricing is to remain fixed for a minimum of 12 months. Please confirm for how long (months) your bid pricing will remain fixed.

*(Required: Numbers only)*

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| **1****5** | **Vendor Qualification (Principal Place of Business)**What is the location of your firm’s principal place of business (Headquarters)? (City and State) |
|  | *(Required: Maximum 50 characters allowed)* |

**Vendor Qualification (Longevity)**

How many years has your company been engaged in the business for the goods or services offered in this response under the current business name?

*(Required: Numbers only)*

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**Vendor Qualification (Longevity - Similar Client)**

How many years of service does your company have delivering goods/services with districts similar in size to Spring ISD, governmental entities, or corporate environments?

*(Required: Numbers only)*

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Yes, shipping & handling charges are included

*(Required: Check only one)*

No, shipping & handling charges are not included

**Vendor Qualification (Shipping & Handling Charges)**

Please indicate whether your unit prices include shipping & handling charges, as requested within this solicitation.

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| **1****9** | **Vendor Qualifications (Minimum Order Requirements)**Are there any minimum order requirements for any of the products listed on this bid? If so, please indicate so and |
|  | reference the line items affected by such requirements. |
|  | *(Required: Maximum 50 characters allowed)* |

**Vendor Qualification (Number of Employees Nationwide)**

How many full-time employees does your company have nationwide?

*(Required: Numbers only)*

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**Vendor Qualification (Number of Employees in Texas)**

How many employees does your company employ in the state of Texas?

*(Required: Numbers only)*

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| **2****2** | **Warranty on Defective Merchandise**Any defective merchandise shall carry a minimum supplier guarantee or manufacturer's warranty and vendor shall |
|  | authorize either an exchange at no additional cost or return for full credit within a reasonable time following the |
|  | purchase. |

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| **2****3** | **Vendor Long-term Cost (Warranty terms & conditions)**What is your company's warranty terms and conditions? |
|  | If your company does not provide goods, please indicate "Not applicable". |
|  | *(Required: Maximum 500 characters allowed)* |

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| **2****4** | **Vendor Qualification (Inventory)**What percentage of the items listed in this bid is currently stocked in your inventory? |
|  | *(Required: Maximum 1000 characters allowed)* |

*(Required: Check only one)*

No

Yes

**Vendor Qualification (History with Spring ISD)**

Has your company ever done business with Spring ISD?

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| **2****6** | **Vendor Qualification (Hours of Operation)**What are your hours of operation? |
|  | *(Required: Maximum 100 characters allowed)* |

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| **2****7** | **FIRM BACKGROUND - Order Fulfillment & Distribution**Name the location of the facility that will receive, fulfill, and distribute our orders (CITY & STATE). |
|  | *(Required: Maximum 50 characters allowed)* |

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| **2****8** | **FIRM BACKGROUND - Goods & Services**Briefly describe the category of all goods & services offered by your company. |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **2****9** | **FIRM BACKGROUND - Product Lines**Please name the product line brands offered through your firm. |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **3****0** | **Vendor Qualification (Proposal Deviations)**Suppliers must note any deviations to any part of this bid (i.e. product specifications, shipping/handling, etc.). By |
|  | not referencing any deviations, the supplier accepts conformance to the specifications, terms, and conditions |
|  | specified within this solicitation. Any deviation from any part of this bid must be noted in detail by the Supplier, in |
|  | writing (as a separate file title "Deviations"), at the time of submittal of the formal bid. |
|  | **If there are no deviations to note, please indicate "No Deviations".** |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **3****1** | **Remittance Information (Payments)**Provide the following information for payment issuance.Address:City:State:Zip Code:Country:Phone Number:Fax Number:Email address: |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **3****2** | **Remittance Information (Company name)**Company name that will be shown on your invoice for payment. |
|  | *(Required: Maximum 75 characters allowed)* |

*(Required: Maximum 1000 characters allowed)*

**Remittance Information (Purchase Order)**

Provide information where Purchase Orders (P.O.’s) are to be submitted for order processing:

Contact name: Email address: Phone number:

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| **3****4** | **Reference Guidance**Please list references whom you have provided products/services to related to the scope of this solicitation. |
|  | **\*Note: Because Spring ISD’s relationship with a vendor may be a part of the evaluation criterion, Spring** |
|  | **ISD can not be used as a reference in this section.** |

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| **3****5** | **Reference 1 - Company Name**Company Name (1) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **3****6** | **Reference 1 - Contact Person**Contact Person (1) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

**Reference 1 - Email Address**

Contact Email Address (1) of the customer for whom you have provided similar goods or services in the past three years.

*(Required: Email address)*

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**Reference 1 – Telephone**

Telephone # (1) of the customer for whom you have provided similar goods or services in the past three years.

ext:

*(Required)*

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| **3****9** | **Reference 1 - Address**Address (1) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **4****0** | **Reference 2 - Company Name**Company Name (2) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **4****1** | **Reference 2 - Contact Person**Contact Person (2) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

**Reference 2 - Email Address**

Contact Email Address (2) of the customer for whom you have provided similar goods or services in the past three years.

*(Required: Email address)*

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**Reference 2 – Telephone**

Telephone # (2) of the customer for whom you have provided similar goods or services in the past three years.

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*(Required)*

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| **4****4** | **Reference 2 - Address**Address (2) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **4****5** | **Reference 3 - Company Name**Company Name (3) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

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| **4****6** | **Reference 3 - Contact Person**Contact Person (3) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

**Reference 3 - Email Address**

Contact Email Address (3) of the customer for whom you have provided similar goods or services in the past three years.

*(Required: Email address)*

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**Reference 3 – Telephone**

Telephone # (3) of the customer for whom you have provided similar goods or services in the past three years.

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| **4****9** | **Reference 3 - Address**Address (3) of the customer for whom you have provided similar goods or services in the past three years. |
|  | *(Required: Maximum 1000 characters allowed)* |

Please Select  Yes

*(Required: Check only one)*

No

**Employment Practices**

I affirm that, to the best of my knowledge the company I represent meets Equal Employment Opportunity Commission standards and American Disability Act standards in employment practices.

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| **5****1** | **Conflict of Interest Questionnaire (Form CIQ)**Conflict of Interest: Disclosure of Certain Relationships with Local Government Officials. |
|  | Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, |
|  | or services with Spring ISD must file a Vendor Conflict of Interest Questionnaire with the Spring SISD |
|  | Purchasing Office in accordance with Texas Local Government Code Chapter 176, not later than the 7th business |
|  | day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an |
|  | agent of a Vendor in the Vendor's business with the District. Forms are also posted at the Texas Ethics |
|  | Commission's website at [https://www.ethics.state.tx.us/forms/conflict/](http://www.ethics.state.tx.us/forms/conflict/) . |
|  |  I understand and agree to this requirement. |
|  | *(Required: Check if applicable)* |

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| **5****2** | **Felony Conviction Statement Notice**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”. 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. |
|  | THIS NOTICE IS **NOT** REQUIRED OF A PUBLICLY-HELD CORPORATION |
|  |  Owner/operator has not been convicted of a felony |
|  |  Owner/operator has been convicted of a felony |
|  |  The company is a Publicly Held Corporation*(Required: Check all that apply)* |

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| **5****3** | **Contractor Criminal History and Fingerprinting Certification** |
|  | **Background:** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to Spring ISD that they have complied and must obtain similar certifications from their subcontractors. *See SB 9 Contractor Certification: Subcontractor attachment*. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474. |
|  | **Definitions:** |
|  | Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Spring ISD will be the final arbiter of what constitutes ***continuing duties* and *direct contact*** with students. |
|  | Disqualifying criminal history: (1) a conviction or other criminal history information designated by Spring ISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b). |
|  | On behalf of the company or organization I represent with this Solicitation response, I certify that (MAKE SELECTION USING THE CHECKBOX BELOW): |
|  | 1. **None of the employees of Contractor's and any subcontractors are Covered Employees**, as defined above. If this selection is made, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contract and any subcontractor will not become Covered Employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.
2. **Some or all of the employees of Contractor's and subcontractors are Covered Employees**. If this selection is made, I further certify that:
 |
|  | Contractor has obtained all required criminal history and fingerprinting record information, through the Texas Department of Public Safety, regarding its Covered Employees. None of the Covered Employees has a Disqualifying Criminal History.If Contractor receives information that a covered employee subsequently has a reported Disqualifying Criminal History, Contract will immediately remove the Covered Employee from contract duties and notify the District in writing within three (3) business days.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.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 that Covered Employee to provide services to the District.All Covered Employees hired after January 1, 2008 have completed the FingerprintingCertification process prior to performing any duties related to the District or having any Direct Contact with students. |
|  | Non-compliance by Contractor with this Criminal History and Fingerprinting Certification may be grounds for contract termination and/or debarment. By completing this Attribute, Contractor certifies the accuracy of its content and to comply with it for all contracts and purchase orders (collectively "Agreements") with Spring ISD. |
|  |  None of the employees are covered employees. |
|  |  Some or all of the employees are covered..*(Required: Check all that apply)* |

**Contractor Criminal History and Fingerprinting Certification (cont.)**

**If some or all employees are Covered Employees**, please answer per the following:

YES, I qualify as a care or care provider under the National Child Protection Act (NCPA). YES, I am based in the State of Texas.

NO, one or neither of these apply.

None of employees are Covered Employees.

**Please check all options that apply.**

YES, I qualify as a care or care provider. YES, I am based in the State of Texas. NO, one or neither of these apply.

None of employees are Covered Employees.

*(Required: Check all that apply)*

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| **5****5** | **Federal Compliance Guidelines for the Use of Federal Funds (EDGAR)**The District has elected to solicit this invitation to bid under the requirements set forth by the Code ofFederal Regulations (CFR) Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (2 CFR 200). Following these federal requirements will allow for federal funds entrusted to the District to be used to make purchases through the anticipated contract. The CFR is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. The CFR may change during the term of the contract and the supplier may be required to make adjustments as necessary. |
|  | The supplier must affirm and represent in this attribute that they, as a company, understand, agree and affirm to all areas identified below and included in attachment titled Federal Compliance Guidelines and Requirements.Some of the areas may not be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate for the solicitation. Failure to affirm these requirements may, at the District’s discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding [source. Below is a list of the items found in the solicitation STANDARD TERMS & CONDITIONS GOVERNING THE PURCHASE OF GOODS AND SERVICES (Sec. 3.44):](https://www.springisd.org/cms/lib/TX01918331/Centricity/Domain/538/SPRING%20ISD%20STANDARD%20TERMS%20OF%20PURCHASE.pdf) |
|  | Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II To 2 CFR Part 200)Simplified Acquisition Threshold Termination for CauseEqual Employment Opportunity Davis-Bacon ActContract Work Hours and Safety Standards ActRights to Inventions Made Under a Contract or Agreement Clean Air ActDebarment and Suspension Byrd Anti-Lobbying AmendmentProcurement of Recovered MaterialsRequired Affirmative Steps for Small, Minority, And Women-Owned Firms Domestic Preferences for ProcurementsBan on Foreign TelecommunicationsRecord Retention Requirements for Contracts Involving Federal Funds Certification of Compliance with The Energy Policy and Conservation Act Certification of Equal Employment StatementCertification of Compliance with Buy America Provisions Certification of Access to RecordsCertification of Compliance with EPA regulations applicable to grants, subgrants, cooperative agreements, and contracts in excess of $100,000 of federal fundsCertification of Compliance with Never Contract With The EnemyCertification of Compliance with Prohibition on Certain Telecommunications and Video Surveillance Services or EquipmentCertification of Applicability to Subcontractors |
|  | **By checking the associated box, the company certifies and agree with the requirements set forth under the solicitation attachment titled Federal Compliance Guidelines for the Use of Federal Funds.** |
|  |  I certify and agree with the requirements herein.*(Required: Check if applicable)* |

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| **5****6** | **Federal Debarment/Suspension Disclosure**By submission of this proposal, the individual submitting the proposal hereby affirms that neither the firm nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, as listed on the Federal Government’s “List of Parties Excluded from Federal Procurement and Non-Procurement Programs” published by the U.S. General Services Administration (GSA) effective as of the date of submission of the proposal. |
|  | Spring ISD will use the Federal Government’s System for Award Management (SAM) system managed by the GSA, found at [www.sam.gov,](http://www.sam.gov/) to verify a Contractor’s eligibility prior to contract award. |
|  | **Check the box provided to affirm your eligibility to participate in this RFP based on the conditions stated above.** |
|  |  I affirm not being debarred or suspended.*(Required: Check if applicable)* |

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| **5****7** | **Certificate of Residency**The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the District to determine the residence of its offerors. In part, this law reads as follows:Section: 2252.0011. “Nonresident bidder” refers to a person who is not a resident.
2. “Resident bidder” refers to a person whose principal place of business is in this state, including a

contractor whose ultimate parent company or majority owner has its principal place of business in this state. |
|  | Section: 2252.002“A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.” |
|  | **Under Section: 2252.001 (3) and (4), please indicate if your are a resident bidder or nonresident bidder.** |
|  |  Resident Bidder |
|  |  Nonresident Bidder*(Required: Check all that apply)* |

**W-9 (Required) - Request for Taxpayer Identification Number and Certification**

All vendors must complete the Form W-9. Please make sure your information is legible, accurate and signed.

I acknowledge review of this requirement.

*(Required: Check if applicable)*

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| **5****9** | **Liability Insurance Requirements**The awarded Contractor will be required to provide a Certificate of Insurance with the following minimum coverage:WORKER'S COMPENSATION: Worker’s Compensation Coverage must be in compliance with the Texas Labor Code406.096 and in accordance with the new rule 110.110 under this labor code which was adopted by the Texas Worker’s Compensation Commission with an effective date of January 1, 2008 for construction contracts with any governmental entities. COMPREHENSIVE GENERAL LIABILITY INSURANCE: a. General Aggregate Limit (other than Products/Completed Operations): $1,000,000. b. Products/Completed Operations Aggregate Limit: $1,000,000. c. Personal and Advertising Injury Limit: $1,000,000. d. Each Occurrence Limit: $500,000. e. Fire Damage Limit (any one fire) - $250,000. f. Medical Expense Limit (any one person) - $50,000. Commercial Auto Liability: $1,000,000 per occurrence. The Contractor shall provide the school district with evidence of such insurance coverage prior to work commencing. The school district shall be named as an additional insured for all insurance coverage except Worker's Compensation. The contractor shall provide the school district a ten (10) day Notice of Cancellation or material change to the insurance coverage requirements specified herein. Such notice shall be in writing and must be presented to the district's Director of Purchasing/Contracts and the Director of Maintenance. |
|  |  I acknowledge review of this requirement. |
|  | *(Required: Check if applicable)* |

**Provisions Related to Contracting Information**

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. GC 552, Subchapter J, refers to the requirement for certain record availability and retention for contracts valued at $1,000,000 or more.

**Check the box to agree to this requirement.**

I agree to this requirement.

*(Required: Check if applicable)*

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| **6****1** | **Inter-Local / Purchasing Cooperative Agreement**The bidder/proposer agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, State of Texas educational institutions) authorized by State law to participate under cooperative procurement contracts or Interlocal Agreements with the following understandings: |
|  | - Unless specifically stated otherwise, any volume of products or services stated in this solicitation, if any, reflects only products or services to be purchased by Spring ISD and does not include potential purchases by other entities; |
|  | * The awarded bidder shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity’s access to the agreement.
* Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity;
* Spring ISD shall not be held liable for any costs, damages or other obligations incurred by any participating entity.
* It is the entity’s decision whether or not to enter into an agreement with the awarded bidder/proposer.
* Any purchases made by an entity shall be in accordance with each entity’s purchasing policy and procedures.
* 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 notification of 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.
 |
|  | **Please indicate whether or not you agree with this provision.** |
|  |  Yes, we agree to this provision.  No, we do not agree to this provision.*(Required: Check only one)* |

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| **6****2** | **Interlocal Agreement - Central Texas Purchasing Alliance (CTPA)** |
|  | **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance** |
|  | A. *Membership*. Spring ISD is a member in good standing of the Central Texas Purchasing Alliance([CTPA](http://www.txctpa.org/) /[txctpa.org](http://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 |
|  | Spring 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. |
|  | **Please indicate whether or not you agree with this provision.** |
|  |  Yes, we agree to this provision.  No, we do not agree to this provision.*(Required: Check only one)* |

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| **6****3** | **Texas Public Information Act**The District is a public entity subject to the Texas Public Information Act (Tex. Govt. Code Ch. 552, "The Act"). Responses to this invitation are subject to release as public information unless the response or specific parts of the response are exempted from public disclosure under such Act. Respondents should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information before responding to this invitation. The Act permits you, upon request for information from a member of the public, to make arguments to the attorney general that disclosure of the information would implicate your property or privacy interest. |
|  | **Please indicate any and all portions of the information provided in connection with your response, to which you would assert an objection to releasing under the Act in the Supplier Note to Buyer section under the "Response Submission" tab.** |

I agree but with certain deviations or exceptions.

*(Required: Check only one)*

Newspaper Ad (Online Version) Notified by 3rd Party Bid Subscription Service Notified by Electronic State Business Daily (ESBD) Notified by Friend/Colleague

Other Source Not Listed Here

*(Required: Check only one)*

Newspaper Ad (Print Version)

Notified by Spring ISD`s bidding system.

**How Did You Hear About this Solicitation?**

Please select from the options provided to let us know how you became aware of this solicitation.

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No, I do not agree to these terms and conditions.

Yes - I agree to these terms and conditions.

**Supplier Acceptance (General Terms & Conditions)**

I have read and understood the Standard Terms & Conditions Governing the Purchase for Goods and Services by Spring ISD. Furthermore, I hereby agree to abide by such terms and conditions.

NOTE: The Standard Terms & Conditions Governing the Purchase of Goods and Services are referenced within a document available for your review under the 'Attachments' tab.

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**VENDOR ACKNOWLEDGEMENT - Review & Understanding of Solicitation**

I hereby acknowledge that I have thoroughly reviewed and understood the information and requirements contained in this Solicitation (RFP Document) and all associated documents referenced herein.

NOTE: Vendors are held solely responsible for reviewing and understanding all information provided prior to submitting a proposal.

I have reviewed and understand the requirements

*(Required: Check only one)*

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# Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax: Email:

# Supplier Notes

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

*Print Name Signature*