



Request for Proposal

Dedicated Internet Access Services

Burleson Independent School District is requesting proposals from qualified Local Internet Service Providers to provide Dedicated Internet Access Services per the attached specifications, terms and conditions.

By submitting a response, Responder certifies to the best of his/her knowledge that all information is true and correct. All responses must be received prior to established deadline at the address listed below.

Emailed and faxed responses will not be considered.

RFP# 2324-05 Dedicated Internet Access Services

Celeste Arriaga

Purchasing Specialist

1160 SW Wilshire Blvd., Burleson TX 76028

Due: February 7th, 2024, 2:00 P.M. Central Time (CT)

One (1) Hard Copy and Two (2) unchanged electronic copies in a .docx or .pdf format on two (2) USB thumb drives are required. Only responses received by the date and time specified will be considered.

Burleson Independent School District reserves the right to reject any or all proposals, to waive any technicalities, and to accept the proposal(s) determined to be of the best value for the District. Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

SCOPE OF WORK

Burleson Independent School District (Burleson ISD or District) is accepting proposals from qualified Local Internet Access service providers to provide Dedicated Internet Access Services. The purpose of this Request for Proposal (RFP) is to provide a standard from which to evaluate your company's Dedicated Internet Access Services as they compare to other providers and as they pertain to the needs of our school district as defined in this document. Due to the increased utilization of the Internet by students, staff, and administration, this RFP is a request for a minimum of 10 Gbps and maximum of 40 Gbps Internet Access port and fiber optic-based transport from the service providers point of presence to Burleson ISD locations as specified in Pricing Table(s). This RFP does not include any cabling or wiring modifications beyond the service providers point of demarcation. The district requires this service to be installed and available for service on the Service Start Date specified herein.

SPECIFIC TERMS AND CONDITIONS

1. This contract may be awarded to one vendor or multiple vendors as determined to provide the best value to Burleson ISD. Burleson Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.

2. **Timetable: all times listed are Local Central Time (CT)**

Release RFP	January 10, 2024
Deadline for Questions	January 31, 2024 – 2:00 P.M. CT
Response to Questions	February 1, 2024
Deadline for Submittal of Proposal	February 7th, 2024 – 2:00 P.M. CT
Service Start Date	July 1, 2024

3. **Length of Contract:** All agreements executed as a result of the responses to this RFP shall be for a three (3) year agreement with two (2) successive one (1) year voluntary extensions not to exceed June 30, 2029.
4. Final evaluation of this bid will be based on the Texas Educational Code 44.031 (b). Evaluation of pricing will be based on Unit Price value to be submitted on the "PRICING SHEET".

Evaluation Criteria	Point Value
Purchase Price	30
Reputation of the vendor and vendor's goods or services	12
Quality of the vendor's goods or services	10
Extent to which the goods or services meet the District's needs	10
Vendor's past relationship with the district	10
Impact of District's compliance with laws and rules relating to Historically Underutilized Businesses	1
Total long-term cost to the district	12
Other relevant factors specifically listed in this RFP including, but not limited to: Service Level Agreement – 5 Points Proposed Implementation Plan – 5 Points Local Service and Support Team – 5 Points	15
Total Points	100

5. **Communications:** All questions received and the corresponding answers will be available to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is noted in the Timetable. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, any questions regarding this RFP should be submitted in writing only, via e-mail to celeste.arriaga@bisdmail.net. Response to questions will be posted in the form of an addendum to this RFP on the BISD website. **Vendors are responsible for checking the BISD website for any posted addenda.**
6. **Deadline for Submittal:** Responses to this RFP must be delivered to the address state above by the date and time listed in the Timetable. Proposals received after this time and date will not be considered. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. The time and date of delivery recorded by the recipient(s) shall be the official time of receipt. The District will not accept fax or emailed proposals. Proposals may be withdrawn at any time prior to the due date and time shown above. Proposals may not be altered, amended or withdrawn after the due date and time, without the approval of the District.
7. **Proposal Submittal:** Proposals must be submitted on the forms provided. Generic proposals will not be accepted. Proposals must be delivered to **Celeste Arriaga, 1160 SW Wilshire Blvd., Burleson TX 76028**. One (1) Hard Copy and Two (2) unchanged electronic copies in a .docx or .pdf format on two (2) USB thumb drives must be sealed in an envelope clearly marked on the outside:

RFP# 2324-05 Dedicated Internet Access Services

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8. **Acceptance:** Burleson ISD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined "Best Value for the District."
9. **Price, Quality and Suitability:** It is not the policy of Burleson Independent School District to purchase services on the basis of low price alone; quality and suitability to purpose are taken into consideration. When providing cost data, please quote lowest possible net price after all trade discounts have been deducted. Term discount, if any, must be identified and will be considered.
10. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
11. Contract(s) shall be put into effect by means of an E-Rate contingency Agreement, vendor contract, and/or purchase order(s) executed by an authorized District representative.
12. **Non-Appropriations:** If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Service Provider receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.
13. Transfer of contract by vendor is prohibited.
14. Burleson ISD reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.

15. Burleson ISD requires that each Service Provider prepare a separate exceptions page listing all exceptions to the specifications, terms and conditions within this RFP. Prepare a separate RFP exceptions page even if your company is not listing any exceptions to the specifications within this RFP and notate accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.
16. **INSURANCE:** Copies of the successful Service Provider's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurance Requirements:

Limits:

a. General Liability	General Aggregate	\$1,000,000
	Products - Comp/or Agg.	\$1,000,000
Commercial General Liability	Personal & Adv. Injury	\$1,000,000
Claims Made Occur.	Each Occurrence	\$1,000,000
Owner's & Contractor's Prot.	Fire Damage (Any one fire)	\$50,000
	Med. Expense (Any one person)	\$5,000
b. Automobile liability	Combined Single Limit	\$1,000,000
Any Auto	Bodily Injury	
All Owned Autos	(per person)	
Scheduled Autos	Bodily Injury	
Hired Autos	(per accident)	
Non-Owned Autos	Property Damage	
Garage Liability		
c. Umbrella form - Excess liability		
State the limits that your company carries.	_____	
d. Worker's Compensation	Statutory and Each Accident	\$500,000
Employers' Liability	Disease - Policy Limit	\$500,000
Disease - Each Employee		\$500,000

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any that any work is sublet. The Service Provider is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Burleson ISD.
2. The Service Provider shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by Service Provider for the District.
3. The Service Provider shall hold the District harmless from and indemnify it against all

liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Service Provider or failure of Service Provider to perform any work or obligation provided for in this Agreement.

4. The selected bidder will be required to supply an insurance certificate naming Burleson Independent School District as an additional insured.

E-RATE PROJECT DETAILS and SPECIFICATIONS

1. Service Providers must distinguish within any pricing documents if a price is a “Special Construction Charge” as defined by the E-Rate program.
2. Service provider must include any taxes, surcharges, fees, and any other costs inclusive of construction charges on the pricing sheet.
3. Billing cycle will begin on the first day of the month and end on the the last day of the month. Bill will be received no later than seven (7) business days after the end of the month. Service Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.
4. A portion of the payment for this contract will come from the School and Libraries Program (SLD) administered by the Universal Service Administrative Company (USAC). Burleson ISD is eligible for a certain percentage of discount, to be verified by the SLD. Burleson ISD has historically utilized the Service Provider Invoice, Form (FORM 474), for reimbursement from the School and Libraries Program (SLD). The contracted Service Provider shall acknowledge acceptance of this process. Contracted Service Provider further agrees to fully cooperate with the Burleson ISD in the event the Burleson ISD elects to convert to the BEAR Form (Form 472) method during the term of the contract.
5. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service providers responding to this RFP must be currently registered with the SLD and provide valid SPIN identification in the proposal response. For more information, visit the Schools and Libraries Division Website at: www.sl.universalservice.org
6. Service Provider further agrees to submit the “Service Provider Annual Certification” Form for the forthcoming funding year prior to the beginning of the forthcoming funding year.
7. Service Provider shall provide the Service Provider Identification Number (SPIN) as assigned by the SLD within the response to this RFP.
8. Service Provider agrees to resolve within 60 calendar days any formal written billing dispute provided either electronically, or via the United States Postal Service with return receipt requested. Service Provider shall provide the mailing address for formal billing disputes within the response. Service Provider shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice-President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days, Service Provider agrees to issue a credit to Burleson ISD. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event Service Provider does not provide the credit requested, Burleson ISD shall subtract said credit from the next month’s bill. Service Provider agrees and accepts that any late payment fees associated with this process shall be waived by Service Provider without demand.
9. Interface and Interconnection to the Customer Premise Wiring and Equipment for each service proposed shall be optical.

INTERNET ACCESS SERVICE LEVEL AGREEMENT MINIMUM REQUIREMENTS

The Vendor must meet the following SLA requirements. In addition to the below requirements, the Vendor must submit a full definition of other SLAs that the Vendor offers with a detailed description of what the Vendor measures and how the Vendor performs the measurements required to fulfill the SLA.

Installation SLA

The service will be available for production on July 01, 2024. For every day up to 10 calendar days that the service is not available, Burleson ISD will receive a 10% credit of the recurring monthly cost of Internet Service. This credit is cumulative until the service is operational. After a total of 10 days of non-service, this credit will increase to 100% of the monthly recurring cost, cumulative. SLA credits should be applied to the Burleson ISD account on the next month's billing cycle of occurrence.

Availability SLA

Burleson ISD and Vendor will acknowledge that the connection is in a working and available condition when the following conditions are met:

Burleson ISD connections to the Vendor will deliver packets with less than 0.0001% packet loss over a continuous 5-minute period. This is measured from each Burleson ISD peer site to the Vendor router at the Vendor peering site.

The connection has a latency not exceeding 5 milliseconds measured from the Burleson ISD peering router to the Vendor peering.

Packet Loss SLA

The Vendor will measure and guarantee no more than 0.0001% packet loss across the link from the Burleson ISD to the Vendor. The Vendor will provide Burleson ISD, a web-based access method to view this tracking or the SLA will be measured by the Burleson ISD router packet loss data.

Latency SLA

The Vendor will measure and guarantee no more than an average of 55 milliseconds round trip time latency across its North American network. The Vendor will provide the Burleson ISD a web-based access method to view this tracking or this SLA will be measured by the Burleson ISD router latency data.

Subscribed Bandwidth SLA

Contracted bandwidth must be guaranteed through the Vendors network to its Peering Sites to other Tier 1 Providers. The Vendor will provide Burleson ISD, a web-based access method to view this tracking or this SLA will be measured by the Burleson ISD router bandwidth data.

Network Management/Monitoring SLA

Network Management must be available and working 365 days and 24 hours a day. Outside of schedule maintenance windows agreed upon with Burleson ISD any downtime of the system for over 20 minutes will be considered an SLA violation.

Billing SLA

The Vendor will provide the Burleson ISD an accurate and easy-to-understand invoice within one month of the billing cycle. Invoices must be provided to Burleson ISD and on paper for processing and bill paying. A sample of the invoice must be provided.

Credits for all Requirements other than Installation

If an SLA is not met the Burleson ISD will receive credit for the amount of time in which the SLA was not met in the current billing cycle. SLA credits should be applied to customers account within the next

month's billing cycle of occurrence. The amount charged of credit will be calculated using either of the following formula:

(Minutes not met by the SLA divided total minutes per month) multiplied by the billing cycle charge. If the SLA has not been met for 20% of the billing cycle the entire billing cycle is credited.

QUESTIONNAIRE

Provide answers to the questions below. Use additional sheets if necessary.

1. Provide a list of customer service support telephone number(s).
2. In a separate sheet, provide a list or organizational chart of your local support management and sales team.
3. Define your billing dispute process in detail.
4. Provide a list of three (3) references, preferably from similar sized organizations in the Burleson ISD area, who have used your services within the last three years. Additional references may be required.
5. Define your policy, procedures, and cost for IP addresses.
6. Include a map of your proposed circuit from your POP to Burleson ISD's premises and a map of your Internet Backbone Network.
7. Provide a copy of your Internet Service Contract.
8. Provide a copy of your Service Level Agreement with your proposal.
9. Will you include Internet Access Usage Reports at no additional cost to the customer?
10. Describe the level of redundancy within your Internet Access network service offering (Local, Regional, and National).
11. In a separate sheet, provide a detailed description for your proposed Point of Demarcation, Interface and Interconnection to the Customer Premise Wiring and Equipment for each service proposed.
12. Do you provide access to customer support on a 7 x 24 x 365 basis?
13. List any additional non-recurring and monthly recurring charges for IP addresses.
14. Provide a pricing and detailed description of your DDoS (Distributed Denial of Service) service offering.
15. Describe your peering arrangement with other National Internet IP Backbone Networks.
16. Describe your peering arrangement with Big Cloud providers, including but not limited to AWS, Google and Microsoft.
17. Describe your peering relationship to Tier 1 providers.

PRICING SHEETS

Vendors shall propose Dedicated Internet Access Port and Fiber Optic Transport Services for a three (3) year agreement with two (2) successive one (1) year voluntary extensions.¹

In Table 1 provide the Service Provider Information.

In Table 2 provide the following as applicable:

- Non-Recurring Charge (NRC) if any for each Service Location, Bandwidth and Term identified.
- Monthly Recurring Charge (MRC) for each Service Location, Bandwidth and Term identified.
- Monthly Recurring Charge (MRC) for Each Optional One Year Extension¹
- List any Special Construction Charge (SCC) if any for each Service Location, Bandwidth and Term identified.²
- List separately any and all Taxes, Fees, Surcharges, and Construction Charges not included in the Pricing Table.

¹ Extension Price is Optional as selected by the District. Auto renewal language will not be allowed in the final contract.

² Service Providers who are charging a "Special Construction Charge" will be required to provide additional information in the Special Construction of New Fiber section SCC Cost per Foot spreadsheet.

Table 1 Internet Access Port and Transport Pricing

Provide Port and Transport pricing plans from your company for a three (3) year agreement with two (2) voluntary one-year extensions based on the following table.

Internet Access Port and Transport Transport is from service provider's Point of Presence to each of the following locations.				
Centennial High School 201 S Hurst Rd Burleson, TX 76028				
Bandwidth	NRC	MRC Three Year Term	MRC For Each Optional One Year Extension	SCC
10 Gbps				
20 Gbps				
40 Gbps				

In the space below list any Taxes, Fees, Surcharges, and Construction Charges not included above (add lines as needed):

Detailed Description	Amount

EXCEPTIONS

On this page list any and all exceptions to specifications, terms and conditions within this RFP if any.

PROPOSAL ACKNOWLEDGEMENT

By signing, the offeror certifies that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation.

The signature below is made by an authorized agent or vendor, and it affirms that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer(s) and that the contents of this proposal as to prices, terms, and conditions of said proposal have not been communicated by the signed person nor any employee or agent to any other person engaged in this type of business prior to official opening of the proposal.

Signature above affirms receipt and understanding of all Notices and Instructions, Specifications, Terms and Conditions, Proposal Form, Scope, Contract Clauses, Representations and Certifications, Felony Conviction Requirements, and all documents pertaining to this proposal and attached as reference, if applicable. Vendor agrees to abide by all conditions and any negotiations that are a part of this RFP. Negotiated conditions will be in writing, attached to the official proposal documents.

Vendor represents that to the best of its knowledge the proposer is not indebted to the District. Indebtedness to the District shall be basis for non-award and/or cancellation of any award or acceptance.

Vendor certifies that no local, state or federal suspension or debarment is in place as of the date of the RFP Response Submittal.

COMPANY NAME

ADDRESS

CONTACT PERSON	(PRINTED OR TYPED)	TITLE	TELEPHONE	EMAIL
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AUTHORIZED SIGNER	(PRINTED OR TYPED)	TITLE	TELEPHONE	EMAIL
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AUTHORIZED SIGNER (SIGNATURE)

General Terms and Conditions

1. Bid/Proposal Submission

Bid/Proposals must be submitted utilizing this document only and must reach the Burleson Independent School District Purchasing Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.

1.1. Sealed proposals.

Each proposal must be submitted in a SEALED envelope, package or container. The outside of the proposal package, must indicate the following information in clear and legible form:

- a) Full name and address of the proposing entity
- b) And the proposal name in the lower left-hand corner.**
- c) Submit one (1) original. No copies are required unless indicated otherwise.

1.2. Internet Downloads.

Vendors who have not obtained this solicitation document directly from BISD, or who may have downloaded the document from the BISD website, shall be responsible for immediately notifying BISD of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify BISD and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposal solicitation.

1.3. Altering proposals.

Any change made to any written response on any of the proposal documents must be made in ink by marking through the original entry and clearly entering the new information alongside the change. Changes must not be made with correction fluid. All changes must be "initialed" by the person making the change. (The name of the person who initialed the change must be noted in a footnote on the same page containing the correction.) Proposals cannot be altered or amended after submission deadline.

1.4. Documentation.

All information requested must be provided by the Proposer for the Proposal to be responsive. Failure to provide this information may result in rejection of proposal.

1.5. Attendance.

Proposers are welcome to attend the proposal opening at the date and time indicated in the Notice of Invitation for Proposal, but proposer's presence is not required, and no weight or other consideration toward any award decision will be given to any proposer's attendance or absence at the proposal opening. Recap and tabulation of the proposals will be available after the Board of Trustees has made a determination to any interested party upon WRITTEN request. The form and content of the proposal recaps will be at the sole discretion of the administration of BISD. They may be in electronic form, if email address is on file.

2. Statement of Inclusion/Applicability.

These General Terms and Conditions are applicable to all Proposal Invitations issued by BISD, and by this inclusion, become an integral part of any contract which is awarded, or purchase order issued in association with the specifications with this Proposal Invitation.

2.1. Silence of Specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from any specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement

2.2. Error in specifications.

If you discover or suspect an error in the item specifications in this Proposal Invitation, please note it as part of your proposal response.

3. General.

Throughout this document, the terms "Burleson Independent School District, or "BISD" are interchangeable to mean the related activities of the management and staff of the Burleson Independent School District and any one or all of its participating members and their management and staff. The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

3.1. Individual item award.

Unless otherwise specified, you may submit a proposal on any or all items. Answer all questions related to each item on which you wish to propose. For items you do not wish to propose on, you may simply leave the questions for that item unanswered (blank). Items will be considered individually and awards will be made on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit.

3.2. Best Value.

BISD reserves the right to award by item/part/section or all/none as it deems to be the best value for the district.

3.3. "No Proposal".

Proposers who do not wish to respond to this Proposal Invitation, but who would like to remain on our bidders list for this commodity category should sign and return the "Notice of Invitation for Proposal" form with "No Proposal" indicated on the face of the form. Failure to adhere to this procedure will result in removal of the proposer's name from our bidders list.

3.4. Contract.

The term "contract", as used in this document, means the comprehensive collection of:

- 3.4.1. this General Terms and Conditions document, including any attachments and or amendments hereto,
- 3.4.2. the Item Specifications included in the Proposal Invitation and any subsequent addenda thereto,
- 3.4.3. The proposer's signed Notice of Invitation for Proposal sheet, which must be completed, signed by an authorized representative of the proposing entity, and returned with the proposer's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this Proposal Invitation.
- 3.4.4. the proposer's entire response to the Proposal Invitation,
- 3.4.5. the proposer's Notice of Award document,
- 3.4.6. And any additional terms, conditions, or instructions contained in each individual Purchase Order issued by BISD.

Collectively, these documents represent the entire agreement between the parties.

4. Contract

4.1. Contract time.

The time period for purchases covered by any contract resulting from any award under this proposal is stated in the Notice of Invitation for Proposal. Unless otherwise indicated in these General Terms and Conditions, all proposal pricing will be firm through the entire contract period. In the event this contract expires before another proposal is awarded, upon the mutual written agreement of the parties, this contract may be extended on a month to month basis beyond the expiration of the contract time period.

4.2. Assignment.

The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of BISD.

4.3. Purchase Order.

Contracts will be put into effect by means of purchase order executed by the Business Office after awards have been made.

5. Addendum.

In the event that any changes to this Proposal Invitation occur subsequent to the mailing or other delivery of the original Proposal Invitation, the changes or corrections to this Proposal Invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original Proposal Invitation or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this Proposal Invitation. BISD is the sole authority for the issuance of any addendum related to this proposal. Any communications from any person or entity other than the Chief Financial Officer, or designee, regarding any matters related to this proposal are invalid and will have no influence on this Proposal Invitation.

Each addendum must be acknowledged in the manner indicated on the addendum. Any required acknowledgments must be submitted along with the submission of any proposal response.

6. Descriptive/not restrictive/ Substitutions.

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In most cases, proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, BISD may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preference will be given to the specific products identified as "approved brands," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, it is preferable for the proposer to bid on the exact item specified, in addition to an alternate brand or model where desired.

All proposals must identify the manufacturer, brand, model, etc., of the article being offered. The proposer must supply a complete description and sufficient data for BISD to properly analyze the product being proposed, for proposals on “or equal/equivalent” items other than any “approved brand” specified

❖ Substitutions.

If the proposer fails to identify the manufacturer, brand, model, etc., for any item being proposed on, BISD will assume the proposer is proposing on the exact brand names, models, etc., as specified. Substitutions will not be allowed.

7. Proposal Evaluation and Award.

All proposals received in response to this Proposal Invitation which are submitted in accordance with the instructions and restrictions contained in section #1 of this General Terms and Conditions document entitled “Proposal Preparation and Submission Procedures” will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the Proposal Invitation.

BISD reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

7.1. Evaluation.

In evaluating the proposals received and determining to which proposer(s) (if any) to award a contract, the following considerations will be taken into account for award recommendations:

- the purchase price
- the reputation of the vendor and of the vendor’s goods and/or services
- the quality of the vendor’s goods and/or services
- the extent to which the goods and/or services meet the needs of BISD
- the vendor’s location and service and delivery capabilities
- the vendor’s past performance
- the warranties offered and the warranty service history
- the probability of continuous availability of the goods and/or services offered
- the total long-term cost to BISD to acquire the vendor’s goods and/or services
- any other relevant factor specifically listed in the request for bids or proposals

7.2. Best value.

It is understood that BISD, through its management, may use all means at their collective disposal to evaluate the proposals received on the above criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of BISD will rest solely with the Board of Trustees.

7.3. All or nothing.

Unless otherwise indicated in this proposal invitation, “all or nothing” proposals are not acceptable and will be rejected. The proposer must be willing to accept a partial award for any combination of the items and/or services proposed, and must be willing to share the business with any other successful proposers.

8. Quantities.

Quantities reflected in this Proposal Invitation are estimates based upon the combined projected needs for BISD. Quantities are the best estimate of anticipated needs available at the time of publication of this Proposal Invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to:

- Budgetary adjustments,
- Students participation
- Availability of government commodities or other subsidies, changing market forces, unintentional errors or omissions.

Actual needs may be greater or less than the estimated quantities provided.

Unless otherwise specified by the proposer, BISD will be allowed to purchase up to twenty-five (25%) more or up to twenty-five percent (25%) less than the estimated quantities for any item and still obtain the item at the proposal price.

Vendor at the close of the contract period agree not to hold BISD liable for any inaccuracies in estimated quantities or for any products on hand.

9. Packaging.

Unless otherwise provided for in this Proposal Invitation, all products supplied under any contract resulting from this Proposal Invitation must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading and storage. Any products supplied under any contract resulting from this Proposal for Invitation for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

10. Pricing.

All "Line Item" Proposals must be for a specific price for the unit of measure specified for that item. The proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure in the proposal response, and the proposer shall understand that if the item in question is awarded to the proposer, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

"Discount from Catalog" Proposal Invitations require a single discount percentage to be applied to all items in the proposer's published catalog, which must be supplied with the proposal response.

"Cost Plus" proposals will not be accepted unless otherwise requested in this Proposal Invitation.

Proposal prices must be firm for acceptance for at least 90 days from proposal opening date, unless otherwise specified in this Proposal Invitation or in the proposer's response.

11. Sales Tax.

BISD is a public jurisdiction that is exempt from sales, excise, and use taxes. Tax Exemption Certificates will be provided by BISD upon individual requests from the vendor. Unless otherwise specified in this Proposal Invitation, sales tax will not be included in any proposal response or invoice submitted by any vendor unless the vendor has requested a Tax Exemption Certificate from the individual Cooperative member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this Proposal Invitation, the proposer agrees to accept tax exemption information in such form.

12. Delivery and Transportation.

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from BISD all deliveries shall be made between the hours of 8:00 A.M. through 12:00 P.M. and 1:00 P.M. through 4:30 P.M., Monday through Friday, with the exception of holidays.

- **F.O.B. destination.**

All freight, delivery, and handling charges are the responsibility of the proposer, and all proposal prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required. Cartons must be marked as indicated on the Purchase Order.

- **Packing List.**

Each shipment must include a packing list and waybill or delivery ticket, and shall show (a) name and address of successful proposer, (b) name and address of receiving department and/or delivery location, (c) BISD Purchase Order number, and (d) descriptive information as to the merchandise delivered, including item number, quantity, number of container, etc.

Delivery under terms of the request for sealed proposals will be in accordance with the dates indicated therein except where no date is indicated; the vendor will enter the earliest date, which can be assured. Vendors should keep the district advised of the status of orders as failure to meet delivery dates may result in removal from the approved bidder list.

All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified.

Except for those items that have hidden defects or that do not meet specifications, title to all products shall pass to BISD upon receipt and acceptance at the time of delivery.

13. Quality.

Unless otherwise indicated in the Proposal Invitation, all items must be new and in first class condition, and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, BISD will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within thirty (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided.

14. Product Inspection, Testing, and Defective Items.

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by BISD.

Products damaged in shipment will be considered as defective products and will be picked up and replaced by the vendor within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement(s) or delivery.

15. Warranties.

By submission of a proposal, the proposer warrants that the proposer is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items being proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this proposal invitation will be free from all defects in material, workmanship, and title.

A minimum of ninety (90) days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this Proposal Invitation. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise BISD's location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

16. Withdrawal or Modification of Proposal.

A proposal may not be withdrawn or cancelled by the proposer for a period of ninety (90) days following the date designated for the receipt of proposals, and proposer so agrees upon submittal of their proposal.

17. Substitutions.

BISD will not accept any substitutes after item(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of BISD, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of BISD will constitute a breach of contract by the vendor which may result in the initiation of actions which are covered in the Remedies section of this General Terms and Conditions document.

18. Deviations from Item Specification or General Terms and Conditions.

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the proposer at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the proposer's response will hold the proposer accountable to BISD to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The proposer should be aware that the submission of any such limitations exceptions, qualifications, special conditions, or deviations with the proposal response may place the proposer at a competitive disadvantage or otherwise prevent BISD from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in the Remedies section of this General Terms and Conditions document, and may jeopardize future business from BISD.

19. Contracts and Purchase Orders.

A response to this Proposal Invitation is an offer to contract with BISD based upon the Item Specifications and the General Terms and Conditions contained in the Proposal Invitation.

- **Proposals to Contracts.**

Proposals become contracts when they are both accepted by BISD through an Award Notice to the Proposer, and put into effect by the issuance of a Purchase Order(s) by the Business Office after awards have been made and signed by an authorized representative of BISD. The contract shall be interpreted by and governed under the laws of the State of Texas.

- ❖ This contract shall collectively include:

- (a) The General Terms and Conditions and the Item Specifications included in the Proposal Invitation and any subsequent addenda thereto,
- (b) The proposer's signed Notice of Invitation for Proposal sheet and any other data collection sheets included with the Proposal Invitation,
- (c) The proposer's entire response to the Proposal Invitation,
- (d) The proposer's Notice of Award document,
- (e) Any additional terms, conditions, or instructions contained in each individual Purchase Order.

20. Invoices and Payment.

20.1. All Invoices must reflect

- (a) the name and address of the vendor,
- (b) the name and address location of the receiving entity,
- (c) the appropriate Purchase Order Number, and
- (d) Detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt.

20.2. Invoice Mailing Address

BISD Accounts Payable
1160 SW Wilshire Blvd.
Burleson, TX 76028

20.3. Terms of Payment

BISD will pay all invoices for accepted merchandise or services not later than 30 days from date of acceptance or delivery as set forth in the specifications for this proposal. Invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of BISD, invoices may be corrected upon receipt and payment may be made based upon their corrections.

21. Remedies for Non-Performance of Contract, and Termination of Contract.

The successful proposer and BISD agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. All services and supplies shall conform to proposed specifications and shall be free from all defects in material, workmanship and title.

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon BISD may terminate the vendor's contract for cause as provided by the remainder of this section.

21.1. Contract Termination.

Except as otherwise provided for within the General Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

21.2. Cancelled contract.

In the event BISD terminates this contract, in whole or in part, for any reason provided for within the contract, BISD reserves the right to award, to the extent otherwise allowed by law, the canceled contract, or any portion thereof, to the next lowest or best proposal as it deems such award to be in the best interest of BISD. Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting vendor.

21.3. Valid causes for termination.

- a) The vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this Proposal Invitation
- b) The vendor's delivering any product(s) that fails to meet the Item Specifications included in this Proposal Invitation relating to the awarded product(s)
- c) The vendor delivering any substitution(s) of product(s) different than those originally proposal and awarded without the prior written approval of BISD,
- d) The vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e) The vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, BISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of BISD, including but not limited to, the purchase of other products of like type and quality from other sources in the open market.

22. Force Majeure.

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

BISD will not be responsible for any costs incurred by the vendor because of the Force Majeure event.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, BISD shall have the option to terminate this contract in accordance with the "Remedies" section of this General Terms and Conditions document. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of BISD's rights as provided elsewhere in this contract.

23. Venue.

This agreement will be construed and governed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in state courts in Johnson County, Texas.

24. Waiver.

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

25. Interpretation-Parol Evidence.

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

26. Right to Assurance.

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

27. Assignment- Delegation.

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from BISD. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

28. Non-Collusion Certification.

By signing this proposal, the proposer certifies that, to the best of his/her knowledge;

- 1) Neither the proposer nor any business entity represented by the proposer has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this Proposal Invitation,
- 2) This proposal or proposal has been arrived at independently and is submitted without collusion with any other proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any vendor an unfair advantage over any other vendor with respect to this proposal,
- 3) The proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related BISD in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal,
- 4) Neither the proposer, nor any business entity represented by the proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal or

proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other proposer, competitor, or potential competitor prior to the opening of bids or proposals for this project,

- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

29. Indemnification

To the fullest extent permitted by applicable law, the CONTRACTOR and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the CONTRACTOR or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

CONTRACTOR shall protect and indemnify the District from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by CONTRACTOR or by the District at the direction of CONTRACTOR of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify CONTRACTOR and CONTRACTOR shall be given full opportunity to negotiate a settlement. CONTRACTOR does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with CONTRACTOR and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

District is prohibited from indemnifying third parties, including CONTRACTOR under Texas law. Any requirement or request for indemnity from the District by any CONTRACTOR or contract provision shall be void and of no effect between District and CONTRACTOR.

30. Non-Appropriation Clause

Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The DISTRICT Board of Trustees reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective June 30th of the fiscal year for which such approval has been denied.

31. References

Please list three references, preferably school districts, or entities of similar size and scope, with which you have done business in the last three years. Include company name, address, phone number, contact person and email address.

32. Attorney Fees

The prevailing party in any dispute between District and CONTRACTOR arising under or in connection with the contract between District and CONTRACTOR shall be entitled to recover its reasonable and necessary attorney's fees, as allowed by Texas Local Government Code Section 271.159.

BURLESON INDEPENDENT SCHOOL DISTRICT
Felony Conviction Notice

Statutory citation covering notification of criminal history of contract is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, 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

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR’S NAME: _____

AUTHORIZED COMPANY OFFICIAL’S NAME (PRINTED): _____

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____



VENDOR CERTIFICATION FORMS

(STATE & EDGAR CERTIFICATIONS)

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between Burleson ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor 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.

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

If (a) vendor is not a sole proprietorship; (b) vendor 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 2271 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.

CERTIFICATION REGARDING CONTRACTING INFORMATION

If vendor is not a governmental body and (a) this agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Burleson ISD; or (b) this agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Burleson ISD in a fiscal year of Burleson ISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the agreement (unless the agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and agreement 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." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this agreement as provided by the records retention requirements applicable to Burleson ISD for the duration of the agreement; (2) promptly provide to Burleson ISD any contracting information related to the agreement that is in the custody or possession of the vendor on request of Burleson ISD; and (3) on completion of the agreement, either (a) provide at no cost to Burleson ISD all contracting information related to the agreement that is in the custody or possession of vendor, or (b) preserve the contracting information related to the agreement as provided by the records retention requirements applicable to Burleson ISD.

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) vendor is not a sole proprietorship; (b) vendor has ten (10) or more full-time employees; and (c) this agreement 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 Ch. 2274 of SB 13 (87th session), vendor hereby certifies and verifies that vendor, 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 agreement. For purposes of this agreement, 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).

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) vendor is not a sole proprietorship; (b) vendor has at least ten (10) full-time employees; (c) this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) Burleson ISD has determined that vendor is not a sole-source provider or Burleson ISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Burleson ISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by Burleson ISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of vendor 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 agreement, “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.). Vendor verifies and certifies that vendor 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.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200 (EDGAR CERTIFICATIONS)**

The following provisions are required and apply when federal funds are expended by Burleson ISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or purchase order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the contract/PO between Burleson ISD and vendor in all situations where vendor has been paid or will be paid with federal funds:

(A) *[Applicable only to contracts in excess of \$250,000]* Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR§200.320), 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 federal funds are expended by Burleson ISD, Burleson ISD 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) *[Applicable only to contracts in excess of \$10,000]* 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 federal funds are expended by Burleson ISD, Burleson ISD 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or Burleson ISD. Burleson ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Burleson ISD believes, in its sole discretion that it is in the best interest of Burleson ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Burleson ISD as of the termination date if the contract is terminated for convenience of Burleson ISD. Any award under this procurement process is not exclusive and Burleson ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Burleson ISD.

(C) *[Applicable only to federally assisted construction contracts]* 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 CFRpart 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

(D) *[Applicable only to prime construction contracts in excess of \$2,000 where federal funds are being used for the project.] 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 federal funds are expended by Burleson ISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) *[Applicable only to contracts in excess of \$100,000 involving mechanics or laborers.] 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 federal funds are expended by Burleson ISD, the vendor certifies that during the term of an award for all contracts by Burleson ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

(F) *[Applicable to ALL contracts] 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 Burleson ISD, the vendor certifies that during the term of an award for all contracts by Burleson ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) *[Applicable only to contracts in excess of \$150,000.] 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 Burleson ISD, the vendor certifies that during the term of an award for all contracts by Burleson ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) *[Applicable to ALL contracts] 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 Burleson ISD, the vendor certifies that during the term of an award for all contracts by Burleson ISD resulting from this procurement process, the 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 or by the State of Texas. Vendor shall immediately provide written notice to Burleson ISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(I) *[Applicable only to contracts in excess of \$100,000.] 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 Burleson ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Burleson ISD 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 by or 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards exceeding \$100,000 (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(J) Procurement of Recovered Materials – When federal funds are expended by Burleson ISD, Burleson ISD 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended Burleson ISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(K) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and 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).

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(L) Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "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. Moreover, for purposes of 2 CFR Part 200.322, "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.

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will 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).

(M) When federal funds are expended by Burleson ISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;**
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;**
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;**
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and**
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.**

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS - 2 C.F.R. § 200.334

When federal funds are expended by Burleson ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit 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 Burleson ISD 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 Burleson ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this 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 – 2 C.F.R. § 200.322

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that Burleson ISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to 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 SUBCONTRACTORS

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

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____ Date: _____