

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

Scott R. Muri, Ed.D., Superintendent of Schools

PURCHASING DEPARTMENT

1031 Witte Road, Building T-1A, Houston, Texas 77055-6016

Phone 713.251.1100 Fax 713.251.1115

Date: 12/06/2017

NOTICE TO QUALIFIERS

The SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as SBISD, is accepting Request for Qualification as specified in this document. Sealed responses will be received at the office of the Director of the Planning and Construction Department, SBISD, 1066 N. Gessner – Building A, Houston, Texas 77055-6016 until:

January 30, 2018 @ 2:00 PM

For

**REQUEST FOR QUALIFICATION FOR ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES FOR SBISD 2017 BOND PROGRAM**

Qualification will be publicly opened and opened immediately following the deadline for receiving the Qualification at 1066 N. Gessner, Bldg. "A", Houston, Texas 77055-6016. Any questions pertaining to the qualification procedure should be addressed to the Buyer at 713/251-1102.

QUALIFICATION ENVELOPES SHALL BE PLAINLY MARKED

SEALED RESPONSES FOR:

QUALIFICATION NO. 12248

**REQUEST FOR QUALIFICATION FOR ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES FOR SBISD 2017 BOND PROGRAM**

DO NOT OPEN UNTIL: January 30, 2018 @ 2:00 PM

Any sealed responses received later than the specified time, whether delivered in person or mailed, shall be disqualified. Late responses will not be accepted in any form or fashion.

The evaluation criteria specified herein will be used to help determine which of the responses provide the best quality for SBISD. SBISD reserves the right to request post-qualification modifications. SBISD reserves the right to accept or reject any or all qualification(s), to waive all technicalities (informalities), and to accept qualification(s) that is determined to be the most favorable to SBISD.

Qualification must be effective for ninety (90) days following the deadline for the receipt of Qualification.

Both Architectural and/or Engineering Teams are welcome to submit a response to this Request for Qualification for the SBISD 2017 Bond Program.

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1.0 NOTICE OF INTENT

It is the intent of Spring Branch Independent School District (SBISD) to award one or more contract(s) as a result of this Request for Qualification (RFQ) for the Architectural and Engineering Professional Services. The award considered shall equal or exceed a minimum quality level of industry standard(s) as defined within this RFQ, including **Section 2.0 Scope of Qualification**. Services shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

1.1.0 In this RFQ and in the Contract, the following terms shall mean as follows:

- 1.1.1 "SBISD"** means the Spring Branch Independent School District, a Harris county school district established under the laws of the State of Texas, with its principal office located at 955 Campbell Road., Houston, Texas 77024.
- 1.1.2 "Vendor(s)"** means the qualifier(s) responding to this RFQ and vendor(s) to whom a contract has been awarded as a result of this RFQ by SBISD. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s)/service(s) listed herein.
- 1.1.3 "Contract"** means the contract terms and conditions in Section 3.0 Contract Terms and Conditions, as further defined in the Entire Agreement provision of Section 3.0.
- 1.1.4 "Best Value"** means the method by which a qualification/contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor's product(s)/service(s), and price
- 1.1.5 "Purchase Order or PO"** means the SBISD purchase order(s) issued to vendor(s). Special terms and conditions agreed to by the Vendor and SBISD may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, bonding, warranty, etc.
- 1.1.6 "Regular Hours"** means Monday through Friday between the hours of 7 a.m. and 4 p.m., excluding the following holidays: MLK Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- 1.1.7 "Response"** means a response to this RFQ that, if accepted, would bind the Vendor to perform the resultant contract. Responses to invitations for Qualification are offers called "Qualification" or "sealed Qualification"; responses to requests for Qualification (negotiation) are offers called "Qualification"; however, responses to requests for quotations (simplified acquisition) are "quotations," not offers.

2.0 SCOPE OF QUALIFICATION

It is the intention of Spring Branch Independent School District to establish a:

REQUEST FOR QUALIFICATION (RFQ) FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES FOR SBISD 2017 BOND PROGRAM

SBISD is interested in seeking sealed responses from qualified firms to provide architectural and engineering services for the District's 2017 Bond Program projects. Both architectural and/or engineering teams are able to submit a response to this Request for Qualification. The request for professional services will include, but not limited to the following projects **and any other additional services that may arise**. Projects will include new construction, building renovations and additions, facility upgrades, new classroom furniture and athletic upgrades to include synthetic turf fields.

ADDENDA TO RFQ. SBISD reserves the right to revise and amend the specifications prior to the date set for the opening. Qualifiers are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFQ in writing, and request the modification or clarification desired. SBISD will issue an addendum to evidence any revisions or amendments made to the RFQ. As a courtesy, every effort will be made to send an issued addendum to the parties known to have been furnished a complete copy of the **RFQ**. A copy of all issued addenda will also be made available on the Purchasing Department's "Bids and Proposals" webpage. Please acknowledge receipt of addenda on Signature Page.

All questions must be received, in writing, by the Director of Purchasing via fax (713/251-1115) or e-mail questions to gerald.mccall@springbranchisd.com no later than noon on January 17, 2018. No addenda will be issued later than January 23, 2018, except an addendum withdrawing the qualification or postponing the opening of the qualification. It is the responsibility of each Qualifier, prior to submitting the qualification, to determine if addenda were issued and, if so, to obtain such addenda for attachment to the qualification.

Vendor Presentations will be held **February 15, 16 and 20, 2018** at "**Location and Times To Be Determined**". Vendors will be informed of their time by fax or email on or before **February 08, 2018**. Only vendors, determined by SBISD to have offered the best Qualification will be contacted. Times and dates are final unless there is an unexpected "emergency" beyond SBISD's control.

PRE-QUALIFICATION CONFERENCE, A pre-qualification conference will be held on **January 10, 2018 @ 2:00 PM** at the SBISD, **Schaper Leadership Center, 955 Campbell Rd., Houston, Texas 77024**

Both Architectural and/or Engineering Teams are welcome to submit a response to this Request for Qualification for the SBISD 2017 Bond Program.

INSTRUCTIONS TO PROPOSERS

1. Firms must submit an original and three (3) copies of the Qualification, typewritten or printed/written in ink, to the address shown below by the date and time specified in this solicitation. **The “original” set shall be identified as “ORIGINAL” on the face of the packet and sealed Request for Qualification must be properly labeled on the OUTSIDE of the envelope.** In addition, please include **one (1) PDF copy** of completed Statement of Qualification **on a flash drive (USB)** with your submission.

Director of Planning & Construction
Spring Branch Independent School District
1066 N. Gessner, Building “A”
Houston, Texas 77055-6016

Sealed Qualification for:

REQUEST FOR QUALIFICATION FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES FOR SBISD 2017 BOND PROGRAM

Do Not Open until **January 30, 2018 @ 2:00 PM**

2. Responders shall provide their full company name and address on the envelope.
3. Any qualification received later than the specified time, whether delivered in person or mailed, shall be disqualified. Late responses will not be accepted in any form or fashion.
4. Both Architectural and/or Engineering Teams are welcome to submit a response to this Request for Qualification for the SBISD 2017 Bond Program.

PROPOSED SCHEDULED OF RFQ PROCESS:

DATE	ACTION
December 8, 2017	RFQ issued to vendors.
December 18, 2017 – January 1, 2018	<i>SBISD will be closed for Winter Break</i>
January 10, 2018	Pre-Qualification Meeting
January 15, 2018	<i>SBISD will be closed for MLK</i>
January 17, 2018	Deadline for submission of questions and/or clarifications regarding RFQ. Questions must be in writing and received by 4:00 p.m. Central time in order to be considered.
January 23, 2018	Last day to issue addenda, if any
January 30, 2018	Qualification Opening – Submissions received by Planning & Construction on or before 2:00 PM Central time. RFQs will be opened immediately following.
January 31 thru February 6th, 2018	Evaluation
February 8, 2018	Notify responders for presentation
February 15,16,20, 2018	Oral presentations/interviews with top-ranked firms.
March 12 – 16, 2018	<i>SBISD is closed for Spring Break</i>
March 26, 2018	Recommendation of architect pool for approval by Board of Trustees

5. DESCRIPTION OF SBISD

SBISD consists of four (4) Pre-Kindergartens, twenty-six (26) elementary schools, seven (7) middle schools, four (4) high schools, three (3) academies, one (1) science center, one (1) career center, eight (8) support facilities and four (4) athletic complexes. SBISD has approximately 35,000 students and 4,500 employees. SBISD operates 6,090,333 gross square feet of educational and support facilities located within a 43 square mile area with 693.39 acres maintained.

6. 2017 BOND PROGRAM SCOPE OVERVIEW

- Replacement of nine elementary schools
- Replacement of one middle school
- Addition of 14 classroom wings at one elementary school
- Facility upgrades at three elementary schools
- New classroom building at two high schools
- New 1,000 seat auditorium at one high school
- Renovation of cafeteria and library at one high school
- Upgrade safety and security and building systems at all campuses
- New classroom furniture at six (6) middle schools and five (5) high schools
- New synthetic turf fields at four high schools

7. 2017 BOND PROGRAM AWARD TIMELINE

The award timeline, if any, as a result of this solicitation will be for approximately eight (8) to ten (10) years. SBISD intends to form a pool of architects and/or engineering teams to assist with 2017 Bond projects. SBISD will have the sole authority to appoint the firms within the pool it deems in the best interest of the District. A separate agreement will be negotiated by project with the selected firm. **Prior to a separate agreement, a re-evaluation of the proposed team will occur.**

8. EXPECTATIONS FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

A. The selected architectural and engineering firms will generally perform the following functions:

- Meet with District staff, parent and community members and Board of Trustees
- Lead programming of building functions and planned occupancy
- Conduct design studies and develop construction document packages
- Conduct site and building planning
- Manage construction project phases and communication
- Assist with building commissioning and start up

B. The District is interested in professional firms who have the following criteria and experience:

- Firms licensed in the State of Texas with superior experience, training, and Qualification, and meeting all requirements of this RFQ. All qualified firms or persons shall have current licenses as required under the State of Texas for the provision of services requested by the District.
- Firms who have experience in the following:
 - New construction
 - Renovation
 - Programming
 - Planning
 - Adaptive reuse of facilities
 - Interfacing new construction with existing structures
- Evaluative and design services including construction drawings and specifications for new construction as well as renovations for the following type of projects:
 - Evaluate existing structures for reuse and renovation
 - Evaluate accessibility compliance of buildings and property
 - Prepare specification to remediate
 - Inspect for accessibility compliance

- Firms with positive experience in project cost estimating.
- Firms must be available to come to the District on a routine basis.
- Firms who have formed a strong, responsible design team.
- Firms who have demonstrated expertise in:
 - Ability to incorporate various elements in the design of a project; artistic, functionality, ease of maintenance, durability, reliability, sustainability, and energy efficiency
 - Ability to plan and execute work effectively, meet deadlines, interact with District staff, parent and community members and Board of Trustees.
- Firms must be able to complete, and submit with the RFQ, the applicable forms contained in the solicitation i.e. when a special license or permit is required by Federal, State or Local Law or ordinance, responder must have that license prior to submission of the RFQ and must furnish evidence of such with the RFQ.
- Firms must be responsive to the solicitation and SBISD must be able to determine that the responding firms are responsible and have the resources and capacity to perform the resulting contract satisfactorily and is the most highly qualified.
- Responsive submittals are those that comply with all material aspects of the solicitation, conform to solicitation documents, and meet the requirements set forth in this solicitation. Submittals which do not comply with all of the terms and conditions of this solicitation will be rejected as non-responsive.

C. Responsible respondents, at a minimum, must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources immediately upon award as required during the performance of any resulting contract;
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- Have a satisfactory record of past performance;
- Have necessary personnel, management, and technical capability to perform any resulting contract;
- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
- In accordance with the necessary industry standards, hold any necessary license, certification, or permit required for conducting the business of the vendor and as contemplated by this RFQ;
- Have experience in performing similar contracts to that contemplated by this RFQ;
- Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in any tax owed Spring Branch Independent School District; signing and submitting the response is so certifying to such a non-delinquency; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

9. QUALIFICATION SUBMITTALS

Firms must submit an original and three (3) copies of the Qualification, typewritten or printed/written in ink, to the address shown below by the date and time specified in this solicitation. **The “original” set shall be identified as “ORIGINAL” on the face of the packet and sealed Request for Qualification must be properly labeled on the OUTSIDE of the envelope.** In addition, please include **one (1) PDF copy** of completed Statement of Qualification on a **flash drive (USB)** with your submission.

Sealed Request for Qualification must be properly labeled on the OUTSIDE of the envelope as follows:

Spring Branch Independent School District
Director of Planning & Construction
1066 N. Gessner, Building “A”
Houston, Texas 77055-6016

Sealed Qualification for:

REQUEST FOR QUALIFICATION FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES FOR SBISD 2017 BOND PROGRAM

Do Not Open until: **January 30, 2018 @ 2:00 PM**

All responses shall be submitted to the following address:

Spring Branch Independent School District
Director of Planning & Construction
1066 N. Gessner, Building “A”
Houston, Texas 77055-6016

No oral, telegraphic, telephonic or facsimile RFQ responses will be considered.

The time/date stamp clock in the Planning & Construction office shall be the official time of receipt of the submittal. No submittal received after the due date and time will be accepted or considered. Respondents are responsible for making certain submittals are delivered to the Planning & Construction department on or before the deadline. **The District will not be responsible for a submittal that is delivered at any campus location or any department other than the District’s Planning & Construction department listed above.**

This solicitation does not constitute an offer to contract and no submittal submitted constitutes an acceptance of an offer. No oral statements or verbal acknowledgement of the award to a particular firm shall create a contractual obligation on the part of the District. Any contract between the District and a successful firm must be in writing and signed by an authorized person for both the District and the selected firm.

10. PREPARATION OF RFQ'S**Due Date: January 30, 2018 by 2:00 PM**

Respondents shall submit one (1) original, three (3) copies, and one (1) digital PDF copy on a USB drive of at least the following:

_____ Cover Letter

_____ Tab 1: Texas K-12 School District

_____ Tab 2: Firm's Reputation and Quality of Services

_____ Tab 3: Project Approach

_____ Tab 4: Proposed Team Structure and Experience

_____ Tab 5: Additional Required Documents including:

- **Proof of Insurance Requirements (See Section No. 3)**
- **References (Section 4.0)**
- **Felony Conviction Notice (Section No. 5)**
- **Certificate of Residency (Section 6.0)**
- **Conflict of Interest Questionnaire Form (Section No. 7)**
- **Debarment Forms (Section 8)**
- **Non-Collusion Affidavit Form (Section No. 9)**
- **Amendments, if issued**

Responses are limited to **30 single sided** pages (not including cover letter or SBISD required forms).

Qualification statement must include the following documentation at a minimum. Information must be presented in the following order and clearly labeled with tabs.

Cover letter

The cover letter must not exceed one (1) page in length, summarizing key points in the submittal.

Tab 1: Texas K-12 School District

A. Identify five (5) to ten (10) K-12 projects completed or in progress that are of a similar nature to those proposed for the 2017 Bond Program. Visit <https://www.springbranchisd.com/bond2017/> to see the proposed projects for each campus. (Limit: two (2) projects per page.)

- Project Name and Address
- Project Description and Cost (Identify major elements of projects and/or unique features)
- Project Size (number of square feet, separate new construction from renovation)
- Your firm's team and other key personnel involved in the project
- Client Reference (name, title, address, current telephone numbers and **valid e-mail address**) and letter of recommendation

This K-12 experience criterion will be evaluated in an initial review and is a threshold requirement to determine if firms have requisite experience.

Tab 2: Firm's Reputation and Quality of Services

a. Experience

Describe previous records of performance with K-12 institutions in Texas including Spring Branch ISD. Did your company perform satisfactory to the terms and conditions the last award given to your company by the institution? Were there any discrepancies, issues or complaints reported concerning your organization's performance?

b. Claims

Describe all instances of project disputes, which, in the last five (5) years, reached the level of formal mediation, arbitration, or litigation. For each dispute, describe the parties involved, the nature of the dispute, and the amount in the dispute. Please provide this information for all the disputes arising out of the firm's projects, regardless of whether the firm was a party or a witness in the dispute. This information should be marked as confidential will be held in confidence and used only for purposes of this selection.

Tab 3: Project Approach

- a. Discuss your firm's/team's approach and capabilities regarding the scope of services (Type of Professional Services Required). Particularly identify any unique systems, practices, experience or techniques used by your firm.
- b. Discuss your firm's capability to provide needed services.
- c. Discuss your firm's commitment to a collaborative management style that demonstrates sensitive, respectful and effective interaction with people who are diverse in their interests, cultures, language groups and abilities.
- d. Discuss your firm's cost control plan and methodology. Discuss how the firm will approach working within a projected budget.

Tab 4: Proposed Team Structure and Experience

- a. Identify the firm's project team.
- b. Provide an organization chart of the proposed team, identifying specific project roles for each individual proposed.
- c. Identify the individuals in the firm or firms who will be assigned to this Bond Program. Individual resumes must be limited to one page each.

Individual Team Members' Resumes Format:

- Assigned Individuals
- Relevant Experience
- Years with Firm
- Project Assignment/Role Description
- Office Location
- Relevant Project Experience (at least three projects)
 - Project name
 - Project description and cost
 - Project size (s.f.):
 - Current project status
 - Client reference: (Include name, title, address and current telephone numbers)
- d. Identify typical consultant firms used for projects. These include, but are not limited to, civil engineers, mechanical, electrical, plumbing (MEP) engineers; structural engineers; etc.

Please note: Prior to a separate agreement, a re-evaluation of the proposed team will occur.

Tab 5: Other Required Documents

In addition to the technical response, each respondent must complete and return the following documents. These documents do not count towards the **30** page limit.

- **Proof of Insurance Requirements (See Section No. 3)**
- **References (Section 4.0)**
- **Felony Conviction Notice (Section No. 5)**
- **Certificate of Residency (Section 6.0)**
- **Conflict of Interest Questionnaire Form (Section No. 7)**
- **Debarment Forms (Section 8)**
- **Non-Collusion Affidavit Form (Section No. 9)**
- **Amendments, if issued**

All responses must be submitted to the following address:

Spring Branch Independent School District
 Director of Planning & Construction
 1066 N. Gessner, Building "A"
 Houston, Texas 77055-6016

11. OPENING OF RFQ'S

The District will receive and publicly acknowledge responses to the RFQ at the location, date and time stated above. Vendors, their representatives, and interested persons may be present. Although, receipt of qualification statements will be publicly opened, documents will not be disclosed until board approval, if any, of the resulting contract. In addition, RFQ's will not be identified in such a way that would disclose the contents to competing respondents and will be kept confidential during negotiations.

12. SCREENING PHASE

After receipt of qualification statements on **January 30, 2018 by 2:00 P.M.**, a selection committee will review each RFQ submittal package. At the completion of process, an e-mail notification will be issued to those firms selected for the interview phase. The anticipated date for this notification is set for Tuesday, **February 8, 2018 by 4:00 P.M.**

13. EVALUATION CRITERIA

The District will review all submittals according to the criteria stated herein. The evaluations will be based on all available information, including qualification statements, if necessary, reports, discussions, reference checks, and other appropriate checks. This evaluation will help the District identify the firms invited back to make oral presentations to SBISD. Submissions will be evaluated using the following criteria.

Evaluation Criteria	Weight
K-12 Experience	45
Firm's Reputation and Quality of Services	20
Project Approach	15
Proposed Team Structure and Experience	20
Total	100

14. ORAL PRESENTATIONS

During the process of selecting a pool of firms to provide the required services, oral presentations will be held. Each firm should be prepared to make a presentation to SBISD. The presentations must show that the firm clearly understands the requirements of the solicitation and has a strategic plan and approach to complete the work. Those firms selected for the oral presentation process will meet at their allotted time with the District on **February 15, 16 & 20 2018**. The time frame for the presentation will allow:

- 10 minutes for setup and a brief introduction of the District's team
- 20 minutes for presentations to the District that will showcase the firms' Qualification and expertise with the requirements of this solicitation services
- 20 minutes for a question/answer session
- 10 minutes for closing and take down

SBISD ask firms to arrive at least 20 minutes prior to assigned time and allow at minimum 1 hour for the presentation.

15. RECOMMENDATION AND APPROVAL PHASE

Based on the District's results, the firm(s) to assist Spring Branch ISD with these services will be recommended to the Board of Trustees **March 26, 2018** for approval.

16. CONTRACT NEGOTIATION PHASE

If made, the award will be made to the most highly qualified, as determined by SBISD and its sole discretion, one or more responders that meet the overall criteria and specifications of this project. SBISD may award a contract, based on initial submittals received, without discussion of such responses. SBISD reserves the right to award multiple contracts under this solicitation.

Any portion of this RFQ and all portions of the firm's response may be incorporated into the final contractual agreement. Before effective, all negotiated agreements must ultimately be reduced to writing and signed by both the District and the Firm.

In order to receive any addenda or clarifications that may be issued for this qualification, all prospective proposers must send an E-mail to gerald.mccall@springbranchisd.com.

Please state your name, company name, street address, phone number, fax number, e-mail address and Bid/Qualification number in your message.

Bidders/Proposers may download **current Bids & Qualification and addenda** documents from SBISD's Purchasing Department's website:

<http://cms.springbranchisd.com/skin2/Home/Departments/IS/Purchasing/BidsandQualification/tabid/24436/Default.aspx>

3.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract for each product and/or service contract awarded as a result of this RFQ and the terms and conditions of each Purchase Order or qualification forms issued in connection with this RFQ. Vendors are responsible for identifying any exceptions to these terms and conditions. Qualification that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by SBISD and eliminated from further consideration.

**CONTRACT BETWEEN
SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
AND
("VENDOR")
FOR
REQUEST FOR QUALIFICATION FOR ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES FOR SBISD 2017 BOND PROGRAM**

This Contract is entered into between SBISD and Vendor, having submitted a qualification in response to RFQ **No. 12248** issued by SBISD and whose qualification has been accepted and awarded by SBISD. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SBISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

3.1.0 DEFINITIONS

The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the RFQ.

3.2.0 CONTRACT TERMS; AMENDMENT

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No amendment of this Contract shall be permitted unless and until first approved in writing by SBISD, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the SBISD Superintendent or designee.

3.3.0 ALL CONTRACTS AND AGREEMENTS between Merchants and SBISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code or latest, Official Text.

3.4.0 GOVERNING LAW AND EXCLUSIVE VENUE

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving SBISD must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

3.5.0 TEXAS SB 252 AND HB 89

Pursuant to Texas Senate Bill 252, Verification Regarding Terrorist Organizations, and House Bill 89, Certification Regarding Israel, Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities 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.

CONTRACT TERMS AND CONDITIONS, continued

3.6.0 PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200). When SBISD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”).

3.6.1 All Vendors awarded a contract under this qualification must complete the SBISD EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific SBISD purchases using federal grant funds.

3.6.2 This information will be made available to the District for its use while considering their purchasing options when using federal grant funds.

3.7.0 COMPLIANCE WITH LAWS

Vendor shall comply with all applicable federal, state, local, and State of Texas laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

3.8.0 TERM OF AWARD TIMELINE

The term of award timeline, if any, shall be for approximately eight (8) to ten (10) years.

3.9.0 CHANGE ORDERS (IF APPLICABLE)

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

3.10.0 CONFIDENTIALITY

Vendor and SBISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and SBISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that SBISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability SBISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, SBISD, and determined by SBISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

CONTRACT TERMS AND CONDITIONS, continued

3.11.0 CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049). If any of the information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor or Proposer, that information should be filed with the qualification in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

3.12.0 SBISD LOCAL CRIMINAL BACKGROUND HISTORY/CHECKING **

The successful Bidder/Proposer, who will be performing services on District property, must pass a criminal history background check conducted by SBISD's Police Department via the electronic background check system located at <http://tsapp.springbranchisd.com/BackgroundCheck>.

3.13.0 TEXAS SENATE BILL 9 CRIMINAL BACKGROUND HISTORY/CHECKING **

(TEC, §22.0834; TEC, §22.085; Texas Government Code, §411.0845)

Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation, or deferred adjudication for the following:

- (a) Any offense against a child
- (b) Any sex offense
- (c) Any crimes against persons involving weapons or violence
- (d) Any felony offense involving controlled substances
- (e) Any felony offense against property
- (f) Any other offense the District believes might compromise the safety of students, staff, or property.

All contractors, subcontractors, and their employees must submit to SBISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9.

The criminal history must be obtained by the successful Bidder/Proposer before any work is performed on District property.

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

CONTRACTOR RESPONSIBILITIES

(see SB9 requirements:

http://tea.texas.gov/Texas_Educators/Certification/Fingerprinting/Information_for_School_District_Contractors/)

Any employee who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.

*** * Required for awarded vendor(s) only.**

CONTRACT TERMS AND CONDITIONS, continued**3.14.0 SBISD'S PROPERTY**

In the event of loss, damage, or destruction of any property owned by or loaned by SBISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify and pay to SBISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of SBISD's determination of the amount due. If Vendor fails to make timely payment, SBISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by SBISD.

3.15.0 TAX EXEMPT STATUS

SBISD is exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. SBISD shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

3.16.0 STATE OF TEXAS FRANCHISE TAX

By submitting a qualification in response to the RFQ, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

3.17.0 TAX RESPONSIBILITIES OF VENDOR AND INDEMNIFICATION FOR TAXES

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

3.18.0 ASSIGNMENT OF CONTRACT

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of SBISD. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of SBISD.

3.19.0 NOTIFICATION OF MATERIAL CHANGE

Vendor is required to notify SBISD's Director of Purchasing in writing when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

3.20.0 VENDOR PERFORMANCE

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work or Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

CONTRACT TERMS AND CONDITIONS, continued**3.21.0 VENDOR NON-PERFORMANCE**

If at any time, the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, SBISD reserves the right to:

- purchase on the open market and charge the vendor the difference between contract price and actual purchase price, or
- deduct such charges from existing invoice totals currently due, or
- cancel within thirty (30) days written notification of intent and remove the vendor from the active qualification file for a period of time not less than one (1) year.
- re-bid the service/product.
- award to next lower responsible Proposer, if accepted by same.

3.22.0 SUBCONTRACTORS

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to SBISD for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between SBISD and any such subcontractor, nor shall it create any obligation on the part of SBISD to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

3.23.0 NON-APPROPRIATION

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on SBISD by this Contract, SBISD shall have the right to terminate this Contract or any Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of SBISD if it is determined by SBISD, at its sole discretion, that there are insufficient funds to extend this Contract or any Purchase Order. The parties agree that this Contract and/or any Purchase Order are commitments of the current revenue of SBISD only.

3.24.0 ORDERING PROCEDURES

Purchase Orders are issued by SBISD and submitted electronically to the Vendor by fax or email.

3.25.0 PRICING CHANGES

All prices and discount percentages in Vendor's qualification shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All price changes shall be presented to SBISD for acceptance or rejection by SBISD, in its sole discretion, using the same format as was accepted in Vendor's original qualification; all price changes for products and/or services provided under this Contract must be approved, in writing, by SBISD prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

CONTRACT TERMS AND CONDITIONS, continued**3.26.0 INVOICES; PAYMENTS**

3.26.1. Vendor shall submit invoices, in duplicate, directly to SBISD at the appropriate location(s) specified by SBISD. Each invoice shall include SBISD's Purchase Order number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during SBISD's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of SBISD's receipt shall be made available upon request by SBISD.

3.26.2. SBISD will make payments directly to Vendor. SBISD shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor.

3.26.3. TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by SBISD within forty-five (45) days after the later of the following: (1) the date SBISD receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date SBISD receives an invoice for the products or service.

3.26.4 Vendor agrees to pay any subcontractors the appropriate share of the payment received from SBISD not later than the tenth (10th) day after the date the Vendor receives the payment from SBISD. The exceptions to payments made by SBISD and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

3.27.0 RECORDS RETENTION

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all material(s) and/or service(s) provided by the Vendor to SBISD under this Contract. These records and accounts shall be retained by Vendor and made available for review by SBISD **for life** from the date of completion of the service(s), receipt of material(s), the date of the receipt by SBISD's final invoice or claim for payment in connection with this Contract, or the date SBISD makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

For Bond funded projects, Vendor shall retain these records and accounts and make available for review by SBISD indefinitely.

3.28.0 RIGHT TO REVIEW, AUDIT AND INSPECT

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

3.28.1 Vendor's compliance with this Contract and the requirements of the RFQ.

3.28.2 Compliance with provisions for computing billings to SBISD.

3.28.3 Any other matter related to this Contract.

CONTRACT TERMS AND CONDITIONS, continued**3.29.0 INDEMNIFICATION**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS SBISD, INCLUDING SBISD'S TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY SBISD.

3.30.0 MULTIPLE CONTRACT AWARDS

SBISD reserves the right to award multiple contracts under the RFQ, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of SBISD. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with SBISD. These facts should be taken into consideration by each Vendor.

3.31.0 NON-EXCLUSIVE CONTRACT

Any contract resulting from this RFQ is non-exclusive and shall be awarded with the understanding that this contract is for the sole convenience of SBISD. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to SBISD. During the Term of this Contract, SBISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. SBISD is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at SBISD's sole discretion.

3.32.0 PENALTIES

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's qualification or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the RFQ, SBISD may take the following action(s), in the sole discretion of SBISD, and Vendor agrees to comply with the chosen action(s):

- 3.32.1** Insist that the Vendor honor the quoted price(s) specified in Vendor's qualification, as applicable;
- 3.32.2** Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable qualification, as determined by SBISD;
- 3.32.3** Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- 3.32.4** Recommend to SBISD Board of Trustees that the Vendor no longer be given the opportunity to submit a qualification to SBISD and/or that this Contract be terminated.

3.33.0 SAFETY

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

CONTRACT TERMS AND CONDITIONS, continued**3.34.0 WORKFORCE**

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

3.35.0 PARTICIPATION

Vendor acknowledges and agrees that continued participation is subject to SBISD's sole discretion and that Vendor may be removed at any time, with or without cause, in SBISD's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order. Nothing in this Contract or in any other communication between SBISD and Vendor may be construed as a guarantee that SBISD will submit any Purchase Order to Vendor at any time.

3.36.0 INSURANCE

Vendor is required to provide SBISD with copies of certificates of insurance, naming SBISD as additional insured's for Texas Workers Compensation and General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to SBISD prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas, and shall be acceptable to SBISD. Vendor shall give SBISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

All policies of insurance shall waive all rights of subrogation against SBISD and its officers, employees and agents. Upon approval notice, certified copies of original insurance policies shall be furnished to SBISD. SBISD, as requested, shall be named as an "additional insured" on insurance policies. SBISD reserves the right to require additional insurance should SBISD deem additional insurance necessary, in its sole discretion.

Spring Branch Independent School District Insurance Requirements for Contractors

Policy Type	Speakers/Presenters (Individual Consultants)	Professional Service Providers	Educational Entertainment*	Vendors, Construction, Repair, Maintenance, Service	Charter Bus Service
	Motivational Speakers, Judges, Private Lesson Providers, Choreographers, Etc.	Consultants, Trainers, Attorneys, CPAs, etc.	Rentals, Dancers, Animal Exhibitions, Inflatable Bouncers, Carnival Rides, Etc. (Including PTA's, PTO's, Corporate Sponsors or other event holders on premises)	Construction, Installation, Renovation, Building Modifications, Service, Maintenance or Repair Projects	
Commercial General Liability					
Each Occurrence	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
Damage to Rented Premises	Not Required	Not Required	100,000	100,000	100,000
Medical Expenses	Not Required	5,000	5,000	5,000	5,000
Personal & Advertising Injury	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
General Aggregate	Not Required	1,000,000	1,000,000	2,000,000	1,000,000
Products - Completed Operations	Not Required	1,000,000	1,000,000	2,000,000	Not Required
Blanket Contractual	Not Required	Not Required	Not Required	Yes	Not Required
Independent Contractors	Not Required	Not Required	Not Required	Yes	Not Required
Broad Form Property Damage	Not Required	Not Required	Not Required	Yes	Not Required
Per Project Aggregate Limit	Not Required	Not Required	Not Required	Yes	Not Required
Pollution Liability (If applicable)	Not Required	Not Required	Yes	Yes	Not Required
Explosion, Collapse, Underground (If applicable)	Not Required	Not Required	Yes	Yes	Not Required
Sexual Abuse & Molestation	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Commercial Auto Liability	Required if on campus				
Combined Single Limit	Not Required	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence
Uninsured/Underinsured Motorist Limit	Not Required				\$85,000 per occurrence
Medical Payments or Personal Injury Protection	Not Required				5,000
Sexual Abuse & Molestation	Not Required				1,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Umbrella Liability (Excess)					
Excess of General, Automobile and Employers Liability	Not Required	100% of Qualification or Project; Minimum Limit \$1,000,000	100% of Qualification or Project; Minimum Limit \$1,000,000	100% of Qualification or Project; Minimum Limit \$1,000,000, Maximum Limit \$25,000,000	5,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Statutory Workers' Compensation	If required by law	Required	Required	Required	Required
Employers Liability	Varies	Varies	1,000,000	1,000,000	1,000,000
Do you accept accident policies & District waivers (not DWC) in lieu of workers comp?	Yes, unless Workers Comp is required by law	No, Worker's Compensation required	No, Worker's Compensation required	No, Worker's Compensation required	No, Worker's Compensation required
Endorsements Required in favor of SBISD:					
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
All Risk Builders Risk/Installation Floater if contract is with other than Vendor	Only if applicable	Only if applicable	Only if applicable	Greater of Value of Project or Property at Risk	Only if applicable
Deductible	Only if applicable	Only if applicable	Only if applicable	Subject to approval	Only if applicable
Flood	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Terrorism	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Permission to Occupy Granted	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Professional Errors & Omissions Liability for certified professionals	Not Applicable	1,000,000	Not Applicable	100% of Qualification or Project; Minimum Limit \$1,000,000, Maximum Limit \$10,000,000	Not Applicable
Retroactive Date preceding Date of Contract	Not Applicable	Required	Not Applicable	Required	Not Applicable
Extended Reporting Period	Not Applicable	Required	Not Applicable	Required	Not Applicable
Insurance Company A.M. Best Rating	A- X	A- X	A- X	A- X	A- X
Bonds					
Qualification (Bid) Bond or Qualification Security	Not Applicable	Not Applicable	Not Applicable	10% of qualification sum	Not Applicable
Payment Bond	Not Applicable	Not Applicable	Not Applicable	100% of contract sum	Not Applicable
Performance Bond	Not Applicable	Not Applicable	Not Applicable	100% of contract sum	Not Applicable

* Includes PTA's, PTO's, Corporate Sponsors, or other Event Holders using District property. Event coverage in the limits specified must be obtained. SBISD, its officers, employees, and elected representatives must be named as additional insured on the policies.

CONTRACT TERMS AND CONDITIONS, continued

3.37.0 PARTICIPATION

Vendor acknowledges and agrees that continued participation is subject to SBISD's sole discretion and that Vendor may be removed at any time, with or without cause, in SBISD's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order. Nothing in this Contract or in any other communication between SBISD and Vendor may be construed as a guarantee that SBISD will submit any Purchase Order to Vendor at any time.

3.38.0 EQUAL OPPORTUNITY

It is the policy of SBISD 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.

3.39.0 SEXUAL AND VERBAL HARASSMENT. The policies of SBISD, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned. Vendors and contractors are required to exercise control over their employees, agents and subcontractors so as to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractor, agents, employees or subcontractors may be immediately removed from the project site and from SBISD premises.

3.40.0 FORCE MAJEURE

Neither SBISD or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond SBISD or Vendor's control.

SBISD and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision.

The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. 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. SBISD and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, SBISD shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of SBISD's contractual, legal, or equitable rights.

CONTRACT TERMS AND CONDITIONS, continued**3.41.0 SEVERABILITY**

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

3.42.0 WAIVER

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

3.43.0 ENTIRE AGREEMENT

The Contract, the RFQ, Vendor's qualification submitted in response to the RFQ, the attached and incorporated attachments, addendum, and/or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFQ or Vendor's qualification submitted in response to the RFQ, this Contract shall control. In the event of a conflict between the RFQ and Vendor's qualification submitted in response to the RFQ, the RFQ shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

3.44.0 INTERPRETATION

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

3.45.0 NOTICE

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery, certified registered mail, return receipt requested, email or fax. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested, fax or email.

3.46.0 CAPTIONS

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

CERTIFICATE OF INTERESTED PARTIES			FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <i>VENDOR'S NAME</i>																																										
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <i>SPRING BRANCH INDEPENDENT SCHOOL DISTRICT</i>																																										
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. <i>SPRING BRANCH CONTRACT NUMBER AND TITLE</i>																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">4 Name of Interested Party</th> <th rowspan="2" style="width: 30%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 20%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
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5 Check only if there is NO Interested Party. <input type="checkbox"/>																																										
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. <div style="text-align: center;"> <i>VENDOR'S SIGNATURE</i> <hr style="width: 80%; margin: 0 auto;"/> Signature of authorized agent of contracting business entity </div> <div style="margin-top: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-top: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="margin-top: 10px; display: flex; justify-content: space-between;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div>																																										
ADD ADDITIONAL PAGES AS NECESSARY																																										

4.0 REFERENCES

(School Districts preferred, SBISD will consider two (2) Large Organizational references)

1. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

2. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

3. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

4. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

5. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

5.0 FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, *Subsection (a)*, states, “a person or business entity that enter into a contract with a school district must give advance notice to the District if the person or 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.

Firm's Name: _____

Authorized Company Official's Name _____
(Please print clearly or type)

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

Signature of Company Official: _____ **Date:** _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ **Date:** _____

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

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Company Official: _____ **Date:** _____

NOTE:

Name and signature of company official should be the same as on the affidavit (Qualification Response Form.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for SBISD pursuant to this Qualification on any and all SBISD campuses or facilities. Vendor will not assign individuals to provide services at SBISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.

6.0 CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. <http://www.capitol.state.tx.us/statutes/gv.toc.htm>. This law makes it necessary for the SBISD to determine the residency of its qualifiers. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident qualifier’ refers to a person who is not a resident.
- (4) ‘Resident qualifier’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident qualifier unless the nonresident underbids the lowest qualification submitted by a responsible resident qualifier by an amount that is not less than the amount by which a resident qualifier would be required to underbid the nonresident qualifier to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
(Name of Company)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Qualifier _____ Non-resident Qualifier

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

_____ Title _____ Date

7.0 CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"> <div style="position: absolute; top: 5px; right: 5px; font-size: small;">Date Received</div> </div>	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 60%; margin: 0 auto;"> Name of Officer </div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border-bottom: 1px solid black; width: 45%; text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</div> <div style="border-bottom: 1px solid black; width: 45%; text-align: center; font-size: small;">Date</div> </div>		

NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.

8.0 DEBARMENT OR SUSPENSION CERTIFICATION FORM

FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official's Name: _____

(Type or printed)

Title of Authorized Representative: _____

(Type or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

8.0 DEBARMENT OR SUSPENSION CERTIFICATION FORM

NON - FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below SBISD – Non Federal Funds Certification by completing and signing this form.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services, Vendors receiving awards of contracts all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Authorized Company Official's Name: _____

(Type or printed)

Title of Authorized Representative: _____

(Type or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

9.0 NON-COLLUSION STATEMENT

"The undersigned affirms that he/she is duly authorized to execute this Qualification, that this company, corporation, firm, partnership or individual has not prepared this Qualification in collusion with any other Qualifier, and that the contents of this Qualification as to terms or conditions of said Qualification have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Qualification"

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone # : _____ Fax # : _____

Bidder Signature: _____

Printer Name: _____

Position/Title: _____ Date Signed: _____

Signature of Company Official Authorizing Qualification: _____

Name of Company Official: **(Please type/print)** _____

Official Position: _____ Date Signed: _____

10.0 SIGNATURE PAGE

The undersigned, in submitting this Qualification and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin, age, sex or disability unrelated to job performance of this Qualification.

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Qualification Document. (Please initial in ink beside each addenda received.)

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

Having carefully examined the Qualification Notice, Terms, Conditions, Specifications and Qualification Form, the undersigned hereby proposes and agrees to furnish services in strict compliance with the specifications and conditions unless noted in writing.

The undersigned agrees to deliver all services within _____ calendar days after receipt of order.

SUBMITTED BY:

Firm: _____
(OFFICIAL Firm Name)

**MUST BE SIGNED IN INK TO
BE CONSIDERED RESPONSIVE**

By: _____
(Original Signature)

Name: _____
(Typed or Printed Name)

Title: _____
(Typed or Printed Name)

_____ (Date)

Address: _____

City/State/Zip _____

Telephone #: _____ Fax #: _____

Email: _____

**NOTE: Submit copy of Qualifier's current
W-9 Form**

Taxpayer Identification #: _____

Prompt Payment Discount: _____ % _____ Days