

**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: April 12, 2017

## **Request for Proposals for Conference Presenters**

The Spring Branch Independent School District (SBISD) is accepting Request for Proposals as specified in this document. Request for Proposals will be received at the office of the Director of Purchasing and Contracts, SPRING BRANCH ISD, 1031 Witte Road, Building T-1A, Houston, Texas 77055-6016 until:

### **REQUEST FOR PROPOSALS FOR CONFERENCE PRESENTERS**

Any questions pertaining to the procedures should be addressed to the Administrative Bid Specialist at 713-251-1100. Any questions pertaining to the Request for Proposals specifications should be in writing directed to the Director of Purchasing by facsimile or email sent to: [elvanna.galbreth@springbranchisd.com](mailto:elvanna.galbreth@springbranchisd.com).

#### **REQUEST FOR PROPOSALS ENVELOPES SHALL BE PLAINLY MARKED**

REQUEST FOR PROPOSALS FOR: <u>CONFERENCE PRESENTERS</u>	RFP NO. <u>11643</u>
DO NOT OPEN UNTIL: <u>May 3, 2017 @ 11:00 A.M.</u>	

Any request for proposals received later than the specified time, whether delivered in person or mailed, shall be disqualified.

The evaluation criteria specified herein will be used to determine which of the Request for Proposals provide the best quality for SBISD at the most economical cost. SBISD reserves the right to request and negotiate best and final offers. SBISD reserves the right to accept or reject any or all RFP's, to waive all technicalities, and to accept the RFP that is determined to be the most favorable to SBISD. Recognizing that there are important considerations other than price, SBISD may not necessarily award to the lowest offeror.

Request for Proposals must be effective for ninety (90) days following deadline for the receipt of Request for Proposals submittals.

## **Request for Proposal for Conference Presenters**

### **Introduction**

The Spring Branch Independent School District (SBISD) is soliciting Requests for Proposals for Conference Presenters for the SBISD Learner's Journey Exposition 2017: "Level Up Learning" to be held at SBISD on August 7<sup>th</sup> and 8<sup>th</sup> at 8:30 a.m. – 3:30 p.m.

### **Scope/Introduction:**

As part of the Strategic Plan, Spring Branch is committed to developing a rich learning ecosystem to support student success encouraging academic ownership and student agency. As part of the Learner's Journey, this Exposition will further engage teachers in the vision providing sessions rich with strategies, examples of digital learning environments and training in the itslearning platform.

These presenters will provide teachers who do not typically receive a great deal of modeled instruction in blended and personalized learning exposure to new ways of learning and examples of how digital learning environments can support student ownership in the learning process and allow for personalization of the learning experience.

The greatest impact will be teachers across the system blending their classrooms creating and utilizing digital content in the itslearning platform and implementing strategies that promote small group and individualized instruction leading to competency based, personalized learning in the future.

### **Addenda Process**

**In order to receive any addenda or clarifications that may be issued for this proposal, all prospective proposers must send an e-mail to [elvanna.galbreth@springbranchisd.com](mailto:elvanna.galbreth@springbranchisd.com).**

Bidders/Proposers may download current Bids & Proposals documents from SBISD website:

### **Request of Proposal Timeline:**

Last date questions	April 26, 2017
Last date for addenda	April 28, 2017
Proposal Opening Date	May 3, 2017 @ 11:00 A.M.
Evaluation	May 3, 2017 @ Noon-4:00 P.M.
Contract Term 7/1/17-6/30/18*	<b>TBD</b>
Board of Trustee Approval	May 22, 2017

**\*Specific Dates TBD**

**Please e-mail or fax questions to:  
[elvanna.galbreth@SpringBranchISD.com](mailto:elvanna.galbreth@SpringBranchISD.com)  
Fax number 713-251-1115**

## SCOPE OF PROPOSAL

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It is the intention of the Spring Branch Independent School District to establish an:  
ANNUAL CONTRACT FOR "REQUEST FOR PROPOSAL FOR CONFERENCE PRESENTERS."

SBISD is interested in receiving competitive pricing on all items in proposals.

**ADDENDA TO RFP.** SBISD reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. Please acknowledge receipt of Addenda on Signature Page (14).

**All questions must be received in writing by the Director of Purchasing via fax (713/251-1115) or e-mail questions to [Elvanna.galbreth@springbranchisd.com](mailto:Elvanna.galbreth@springbranchisd.com) no later than noon on 04/28/2017. No addenda will be issued later than 05/02/2017, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.**

**ANNUAL RENEWABLE CLAUSE,** The contract shall be for a period of **one (1) year**. The first year of contract shall be **07/01/2017 through 06/30/2017** with the option to renew annually for an **additional two (2) years**, providing any subsequent renewal is agreed to in writing by both parties.

### INSTRUCTIONS TO PROPOSERS

1. An original and two (2) copies of the Proposal, typewritten or printed/written in ink, must be submitted. Vendor's response to this Request for Proposal must be **sealed** and properly labeled on the OUTSIDE of the envelope as follows:

Director of Purchasing  
Spring Branch Independent School District  
1031 Witte Road, Building T-1A  
Houston, Texas 77055-6016

Sealed Proposal for:  
REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR CONFERENCE  
PRESENTERS

Do Not Open until 05/03/2017 at 11:00 AM

2. The Proposer shall provide their full company name and address on the envelope.
3. Any proposal 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.

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## Request for Proposals for Conference Presenters

SBISD RFP No. 11643

### Speaker Information

#### RFP for Speakers

Please list:

- session topic(s),
- brief description(s) (no more than 75 words), and
- approximate length for each session
- intended outcome(s) for participants (bullet(s) are fine)  
that you are available to speak to/on (no more than 4, please) in the space provided.

List at least 3 presentations/keynotes/workshops you have given in the past year (if appropriate). If you're a classroom teacher and haven't presented, please enter N/A.

**Speaker Information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization/Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Educational Degree(s): \_\_\_\_\_ Major(s): \_\_\_\_\_

Institution: \_\_\_\_\_

I. Proposal Fee: Please include all travel expenses, if any

- \_\_\_\_\_ **Keynote Only (1.5 hours)**
- \_\_\_\_\_ ½ Day (2 sessions, 3 hours)
- \_\_\_\_\_ Day (4 sessions, 6 hours)
- \_\_\_\_\_ 2 Day conference (8 sessions, 12 hours)

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Director of Purchasing  
Spring Branch Independent School District  
1031 Witte Road, Building T-1A  
Houston, Texas 77055-6016

Sealed Proposal for:  
**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR CONFERENCE PRESENTERS**

Do Not Open until 05/03/2017 at 11:00 AM

- 2. The Proposer shall provide their full company name and address on the envelope.
- 3. Any proposal 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.

## **Contract Terms and Conditions**

### **1. 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 BISSD 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.

### **2. INVOICES; PAYMENTS**

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 services(s) rendered. Vendor shall submit invoices within a timely manner during SBISD's fiscal year in which the product(s) and/or Services(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. 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.

### **4. 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.

## Contract Terms and Conditions continued

### 5. PRICING CHANGES

All prices and discount percentages in Vendor's proposal 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 proposal; 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.

### 6. ENTIRE AGREEMENT

The Contract, the RFP, Vendor's proposal submitted in response to the RFP, 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 RFP or Vendor's proposal submitted in response to the RFP, this Contract shall control. In the event of a conflict between the RFP and Vendor's proposal submitted in response to the RFP, the RFP 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.

### 7. AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by SBISD to be the best value to SBISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

## Contract Terms and Conditions continued

### 8. EVALUATION OF PROPOSALS

The evaluation of the proposal will be performed by a committee consisting of designees of the district. It is critical to the ultimate award of this contract that this proposal be complete and accurate. While cost is an important factor, it should be understood that the district is under no obligation to accept the lowest proposal. In evaluating qualified proposals the following considerations will be taken into account for award recommendations (if applicable):

- I. The purchase price;
- II. The reputation of the vendor and of the vendor's goods or services;
- III. The quality of the vendor's goods or services;
- IV. The extent to which the goods or services meet the district's needs;
- V. The vendor's past relationship with the district;
- VI. The impact on the ability of the districts to comply with laws and rules relating to historically underutilized businesses;
- VII. The total long-term cost to the district to acquire the vendor's goods or services;
- VIII. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner;
  - a. Has its principal place of business in the State of Texas; or
  - b. Employs at least 500 persons in the State of Texas; and
- IX. Any other relevant factor specifically listed in the request for bids or proposals.



## Contract Terms and Conditions continued

### Termination of Contract:

1. It is understood that the District retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The District agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this Agreement shall terminate thirty (30) days following written notification of intent.
2. **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 proposal in a separate envelope marked **"CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION"**.

### 3. CRIMINAL BACKGROUND CHECK

Prior to commencing any work on this Project, Proposer will certify, on the form provided herein as Appendix A, that for each employee of Proposer who will have direct contact with students, the Proposer has obtained, as required by Texas Education Code Section 22.0834.

- a) national criminal history record information from a law enforcement or criminal justice agency for each employee of Proposer hired before January 1, 2008; and
- b) national criminal history record information from the Texas Department of Safety for each employee of Proposer hired on or after January 1, 2008. 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.

## Project Profiles:

### Additional Information (limit each to one paragraph)

1. Awarded vendor(s) will be required to provide Spring Branch ISD with a current Certificate of Insurance (COI) document.
2. The Signature Page (Page 14) should be completed and included in the Request for Proposals submittal document.

## Selection Criteria:

Identification of firms and final firm selection will be based on the following criteria, (If warranted):

1. Overall professional qualifications and experience, expertise in the field of expertise. **(See item #8, Page 8 of 14)**

**\*\*Required only of awarded vendors\*\***

**Spring Branch ISD Certificate of Interested Parties – Form 1295.** Spring Branch ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits SBISD from entering into a contract resulting from this CSP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract.

**"Interested Party"** means a person:

- a) Who has a controlling interest in a business entity with whom SBISD contracts; or
- b) Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

**"Business Entity"** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

**As a "business entity," all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.**

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with SBISD by attaching the completed form to the vendor's solicitation response.

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

## FEDERAL FUNDS/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 – Federal/Non Federal Funds Certification by completing and signing this form.

Federal/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: \_\_\_\_\_

## REFERENCES

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

### 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 \_\_\_\_\_



**SIGNATURE PAGE**

The undersigned certifies that he/she is legally authorized to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his/her knowledge, and intends that the Spring Branch Independent School District, Harris County, Texas can rely thereon in evaluating the Request for Proposal.

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT/TYPED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_