

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

9600 Eagle Drive, Mont Belvieu, TX 77523, www.BHISD.net

INVITATION TO ACCEPT REQUESTS FOR PROPOSALS REQUEST FOR PROPOSALS

RFP #23-005 LIFE SAFETY, PROPERTY PROTECTION INSPECTIONS

The Barbers Hill Independent School District, hereinafter referred to as “BHISD” or “District,” is hereby requesting single award proposal for Annual life safety and property protection systems inspections. The Texas Education Agency, Financial Accountability System Resource Guide Section 5 Purchasing, 5.15 Request for Proposals states that school districts may open the proposal upon receipt and begin the negotiation for the offered goods/services. Proposal responses will be accepted on a continual basis until **2:00 PM, Friday, May 12, 2023**, in accordance with specifications to be included in the proposal packet to be posted on the Purchasing website and which can be downloaded by all interested proposers any time after 10:00 AM on April 24, 2023. All questions pertaining to the Request for Proposal (“RFP”) are to be directed to Amy Presley, Purchasing Coordinator, at (281) 576-2221 ext. 1268.

Proposals will be accepted on a continual basis until **2:00 PM, Friday, May 12, 2023**. Proposals received after that date and time will not be considered. Faxed and/or e-mail proposals and will be accepted.

Proposals should be submitted to:

Barbers Hill ISD
Administration Building
Attn: Amy Presley, Purchasing Coordinator
Amy.presley@sfisd.net
RE: RFP #23-004 Risk Management Services
9600 Eagle Dr. PO Box 1108
Mont Belvieu, Texas 77580

BHISD reserves the right to reject any and all proposals, to waive any and all formalities or to accept any proposal deemed advantageous to the District as consistent with law and policy.

Definitions: The term “Proposer” as used herein shall be understood to refer to company, vendor, contractor or entity submitting a proposal in response to this RFP. The terms “Company,” “Contractor,” or “Vendor,” unless otherwise designated herein, may be used interchangeably with the term “Proposer” or “successful Proposer.”

REQUEST FOR PROPOSAL – RISK MANAGEMENT SERVICES

NOTICE:

The Purchasing Department of the Barbers Hill Independent School District (“BHISD” or the “School district”) is conducting this procurement to establish a contract(s) for Annual life safety and property protection systems inspections. Contract(s) issued between Barbers Hill ISD and the successful proposers shall be for a period of one (1) year, with BHISD having the option to renew the Agreement for four (4) additional years in one (1) year increments upon mutual agreement.

Consequently, the total term of the Agreement may be for a period of five (5) years. The phrase “Term” in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term. Vendors are requested to submit a response offering their total line of available products and services that are commonly purchased by school districts and other public, not-for-profit agencies and organizations.

Pursuant to Government Code 2254 – Subchapter A, this Request for Proposal (RFP) is intended to solicit Proposals with the intent of the Barbers Hill ISD to select the Respondent(s) demonstrating the **best overall value** to the District and to enter into a single or multi-awarded contract with a qualified vendor(s) to provide services to Barbers Hill ISD.

Proposals can either be submitted electronically or mailed/hand delivered.

Electronic proposals will be accepted through online submission at BHISD Purchasing web page [Purchasing - Barbers Hill Independent School District \(bhisd.net\)](http://www.bhisd.net)

Proposals may be received at:

Barbers Hill Independent School District
ATTN: Purchasing Dept. – RFP #23-005
9600 Eagle Drive
Mont Belvieu, TX 77523

Proposals will be received until **2:00 PM, Friday, May 12, 2023**

Proposals received after closing time will be disqualified. BHISD will not be responsible for misdirected mail or packages. Any delay in mail or delivery is at the risk of the proposer.

During the selection process, the District will rank all statements of professional qualifications submitted. Interviews/presentations may be requested from selected vendors. The most qualified Vendor(s) will be recommended to the Board of Trustees’.

Number of Copies: Submit two (2) sets of complete signed proposals, certifications, and supporting data. One set should be clearly marked original and one set should be clearly marked copy.

Proposals will be opened in accordance with Texas Education Law 44.031. However, the proposals will be “under evaluation” until final awards are determined. The District will select Vendor(s) for additional information, including proposed fees and prices for fulfilling the general conditions.

REQUIREMENTS:

BHISD Purchasing Department documents are made available via the BHISD webpage to anyone who wishes to submit a response. The BHISD Purchasing Department website is located at [Purchasing - Barbers Hill Independent School District \(bhisd.net\)](http://www.bhisd.net)

TIMETABLE:

BHISD anticipates following the timetable listed below for this solicitation:

Item	Activity	Date & Time
1	Deadline for Questions	May 12, 2023
2	District Responses to Questions	May 12, 2023
3	Proposal Due Date	May 12, 2023
4	Initial Contract Term	June 12, 2023

The table above is only an estimate and may vary.

PROCUREMENT METHOD:

BHISD is utilizing the Request for Proposal (RFP) method of procurement in accordance with Texas Education Code Section 44.031 (f), Request for Proposal. For information regarding the RFP process, contact Amy Presley of the Purchasing Department at amy.presley@bhisd.net or by calling 281-576-2221.

REQUIREMENTS FOR RETURN OF RFP RESPONSE:

Respondents must submit RFPs by the established deadline (day and time). Please refer to the “Instructions to Vendors” section to ensure that you submit all required information to BHISD. BHISD does not accept responses after the due date and time.

RIGHTS RESERVED BY BHISD AND RESTRICTIONS OF RFP PROCESS:

- a) BHISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposal.
- b) Should funds for the services provided under the contract not be appropriated in a given District Fiscal Year, BHISD may terminate the contract.
- c) BHISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors.
- d) BHISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a contract pursuant to this RFP.
- e) BHISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. BHISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor’s response or any parts thereof. BHISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. BHISD also reserves the right as sole judge of quality and equality.

QUESTIONS AND CLARIFICATION:

- a) Questions regarding the requirements specified in this solicitation must be submitted via e-mail to Amy Presley at amy.presley@bhisd.net In the subject line type: “Questions” followed by the solicitation number and title.

- b) BHISD will not answer verbal questions; Question responses/Addendums will be posted on the district website at: [Purchasing - Barbers Hill Independent School District \(bhisd.net\)](http://Purchasing - Barbers Hill Independent School District (bhisd.net))

INSTRUCTIONS TO VENDORS:

This portion of the RFP includes instructions on the format vendors must follow in preparing and submitting their online responses. It further identifies how questions can be raised and will be addressed.

COMPLIANCE WITH SPECIFICATIONS

Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the appropriate section of the vendor's submitted response. Each vendor, by making its response, represents that the vendor has read and understands the RFP and the Agreement.

REQUIRED RESPONSE SUBMISSION FORMAT

Responders must submit two (2) complete sets of the sealed RFP to the Barbers Hill ISD Purchasing Department electronically through email at amy.presley@bhisd.net or hand delivered/mailed and received prior to the response due date and time as described in the Request for Proposal. Failure to submit the necessary completed documents may result in the RFP being declared unresponsive to specification and may not be further evaluated. All submittals must be written in ink or typed. Mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the RFP submission. No oral, telegraphic, telephonic, e-mailed, or facsimile RFPs will be considered. Responders must provide all documentation required with the RFP response. Failure to provide this information may result in rejection of the RFP. For additional instructions related to RFP Preparation, please see the General Conditions contained herein.

GENERAL CORPORATE FINANCIAL INFORMATION

Vendor agrees to provide BHISD with the following financial information if requested by BHISD at any point during the procurement process, including before or after contract award: If public, the vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the vendor's audited financial statements for the past two years (if available). A vendor's failure to provide this financial information may impact the BHISD Administration's recommendation to the HBHISD Board of Trustees for the award of the contract.

SUBMISSION DETAILS

Barbers Hill ISD
Administration Building
Attn: Amy Presley, Purchasing Coordinator
Amy.presley@sfsisd.net
RE: RFP #23-005
9600 Eagle Dr. PO Box 1108
Mont Belvieu, Texas 77580

Any responses received after the submittal deadline date and time will be disqualified.

ADDENDUM

Any interpretations, corrections, additions, or changes to this RFP will be communicated to vendors by the issuance of an addendum. It is the responsibility of the vendor, prior to submitting their response, to determine whether an addendum was issued. Addendums will be uploaded to the same location as the RFP posting on the District Website. All vendors shall comply with the requirements specified in any addendum issued by BHISD.

DISQUALIFICATION

A vendor may be disqualified before or after the responses are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

ENVIRONMENTAL INITIATIVES

BHISD is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

INTERPRETATION

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions, and understandings (whether orally or in writing). Submitted responses should be self-explanatory and should not require any clarification or additional information.

NO RETURN OF RESPONSES

Once submitted, BHISD will not return responses to vendors.

NON-COLLUSION STATEMENT

Vendors are required to certify a Non-Collusive Statement. Vendors are required to state the party submitting a response, that such response is genuine and not collusive or sham; that vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham response or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the response price or of any other vendor, or to fix any overhead, profit or cost element of said response price, or of that of any other vendor, or to secure any advantage against BHISD or any person interested in the proposed contract, and that all statements in response are true.

OPEN RECORDS POLICY

BHISD is a governmental body subject to the Texas Public Information Act. Responses submitted to BHISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. BHISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors.

PREFERENCES

BHISD may apply applicable preferences for Texas resident vendors in the event of a tie bid. Preferences must be explicitly claimed by vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by BHISD in a Child Nutrition Program. *See* Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

RESPONSIBLE VENDOR

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 items listed herein.

RESPONSIVE SUBMITTALS

Submissions shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

SIMILAR PRODUCTS

Whenever an article or material is defined by BHISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted

shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design, and efficiency (as applicable).

BHISD IS TAX EXEMPT

BHISD is tax-exempt. Response prices should not include taxes.

SOLE SOURCE

In order to become a Sole Source Vendor, a vendor must meet the requirements of Texas Education Code § 44.31 (j) Sole Source, as described below.

Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process, or monopoly.
- Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment.
- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

It is incumbent upon the School district to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with BHISD as a Sole Source Vendor, BHISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to:
Barbers Hill Independent School
District Attn: Purchasing Coordinator
9600 Eagle Drive, P.O. Box 1108
Mont Belvieu, Texas 77523

BHISD reserves the right to decide if your company is a qualified Sole Source Vendor.

CONFLICT OF INTEREST (CIQ FORM) – MUST BE FILLED OUT AND ATTACHED TO RESPONSE

BHISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with BHISD or who seeks to do business with BHISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- a) If the vendor has an employment or other business relationship with a local government officer of BHISD or a family member of the officer that results in the officer or family member receiving taxable income, other than investing income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that a contract between the local government entity and vendor had been executed; or the local government entity is considering entering into a contract with the vendor.
- b) If the vendor has given a local government officer of BHISD, or a family member of the officer one or more gifts that have an aggregate value of \$100 in the 12-month period preceding the date the officer becomes aware that: A contract between the local government entity and

vendor had been executed; or The local government entity is considering entering into a contract with the vendor.

INTERLOCAL COOPERATION ACT

It is the intent of BHISD to allow other governmental entities, including other School Districts, to “piggyback” onto any existing contract between BHISD and Vendor entered pursuant to this RFP.

Accordingly, as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, other governmental entities that have entered an Interlocal Agreement with BHISD are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between BHISD and Vendor.

SCOPE & SPECIFICATIONS:

REQUEST FOR PROPOSAL DEFINED

BHISD is utilizing the Request for Proposal (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals. For information regarding the RFP process, contact Amy Presley of the Purchasing Department at 281-576-2221. Interested vendors should respond to this RFP and submit responses to BHISD.

SCOPE OF SERVICES

Barbers Hill ISD is looking to obtain responses from vendors that can provide annual life safety and property protection systems inspections.

Only quote systems that can be inspected by in house technicians “No Subs”.

Provide a brake down of each system by building, provide a total “Bundle Price”.

#	Building	Fire Alarm MFG and Device Count	Extinguisher Count	Sprinkler Systems count	Ansul Systems Count
1	Middle South 9500 Eagle Dr.	EST 88 initiating. 33 signal	40	5 Systems	1 System
2	Elementary South 13701 Lakes of Champions	EST 168 initiating. 142 signal.	45	4 Systems	4 Systems
3	Technology 9700 Eagle Dr.	IFP 25 initiating 15 signal	5	N/A	N/A
4	DAEP 9650 Eagle Dr.	N/A	31	4 Systems	1 System
5	Middle North 9800 Eagle Dr.	EST 88 initiating. 33 signal.	30	4 Systems	1 System
6	Field House 9750 Eagle Dr	EST 29 initiating 54 Signal	20	1 System	N/A
7	Warehouse 3800 Perry Dr.	EST 20 initiating 8 signal	1	N/A	N/A
8	Maintenance Bldg. Office & Shop 9800 Eagle Dr.	Notifier 320 20 initiating 20 signal	10 + 15 vehicles	N/A	N/A
9	High School/Weight Rm/Multi-Purpose 10350 Eagle Dr.	EST 738 initiating. 550 signal.	60	8 Systems	6 Systems
10	Maint: Key, Carpentry & Grounds Shops 9752 Eagle Dr.	Mirtone 20 initiating 20 signal	5	N/A	N/A

11	Early Childhood Center 14400 Lakes of Champions	IFP 200 initiating. 334 signal.	20	4 Systems	2 Systems
12	Leadership Support Center 9600 Eagle Dr.	Silent Knight 20 initiating 171 signal	10	2 Systems	N/A
13	Intermediate North 3838 Wilburn Ranch	Silent Knight 205 initiating. 283 signal	25	3 Systems	2 Systems
14	Intermediate South 5959 Gill Parkway	Silent Knight 205 initiating. 283 signal	25	3 Systems	2 Systems
15	Stadium 9750 Eagle Dr.	Fire Lite 28 initiating 25 Signal	2	1 System	N/A
16	Elementary North 13701 Lakes of Champions	EST 168 initiating. 142 signal.	20	4 Systems	2 Systems
17	Transportation	N/A	10 + 60 Buses + 10 Spares	N/A	N/A
18	Concession Stands	N/A	4	N/A	N/A

SPECIFICATIONS

It is the intention of BHISD to establish multiple contracts with a highly qualified Vendor(s). Vendor(s) shall provide these services under the terms of this RFP and the Contract set forth in Section Contract Terms and Conditions.

ESTIMATED EXPENDITURES

The estimated total value of the contract is undetermined at this time.

SUBMISSION

To assist in the evaluation process, your Proposal response shall be submitted in the following order, with each section clearly identified:

- Section I: Executive Summary
- Section II: Proposal Response Index
- Section III: Responder's Standard contract
- Section IV: Attachments

Section I: Executive Summary

The Responder shall provide an executive summary, briefly introducing their response, highlighting any specific areas that are considered of importance, and their commitment to Barbers Hill ISD to providing a product that will meet the District's requirements.

Section II: Proposal Response Index

The Responder shall provide a *Proposal Response Index* that provides the section numbers and headings, and the page numbers for each heading, allowing for ease in locating specific pieces of information within the response.

Section III: Responder's Standard Contract

The District reserves the right to tender its own contract which shall incorporate the requirements of the district and the successful Responder's responses. The Responder must list any special provisions or clauses that it would like to have considered in the resulting contract and an explanation of the intent of such special provision or clause. The Responder must provide a copy of their standard contract with the Proposal Response.

Section IV: Attachments

Notice to Vendors
References
Form W-9
Felony Conviction Notice
SB9
Conflict of Interest Notice
Certification Regarding Terrorist Organizations
Certification Regarding Debarment
Form 1295
ACH

EVALUATION OF QUALIFICATIONS, NEGOTIATIONS, AND CONTRACT AWARD

THIS IS A REQUEST FOR PROPOSALS, and as such, an award will be made to the Responder(s) who is/are BEST QUALIFIED TO SERVE THE DISTRICT. The District shall rank the responses it deems to be in the best interest of the District through an evaluation process, subsequently negotiating terms and conditions for a contract arrangement.

BHISD reserves the right to negotiate a contract with any Responder.

The District anticipates notifying the Board of Trustees of its recommendation at their regularly scheduled board meeting in May 2023.

DESCRIPTION AND PURPOSE

Barbers Hill Independent School District ("BHISD" or the "District") will engage with the qualified firm(s), hereby known as "Contractor", in accordance with the instructions, terms and conditions, and requirements/specifications contained in the associated solicitation and the negotiated contract agreement..

TERM OF CONTRACT

The contract(s) is based upon Board notification of the selected Responder(s) and will begin after award by the Board of Trustees and will remain in effect throughout the one-year initial term and possible four renewal terms.

EVALUATION CRITERIA

The District will conduct a comprehensive, fair and impartial evaluation of all proposal received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may be eliminated from further evaluation at the discretion of the District.

FACTOR	POINTS
Quality of the Vendors Service	
<ul style="list-style-type: none"> • Based on reputation of service and response. 	20
Ability to Meet District's Needs	
<ul style="list-style-type: none"> • May include but is not limited to: <ul style="list-style-type: none"> ○ Vendor's acceptance to District's standard terms and conditions and special terms and conditions. ○ Impact on District based on any Vendor's stated exceptions or deviations from the District's standard/special terms and conditions and requirements. 	20
Price/Discount	
<ul style="list-style-type: none"> • Vendor(s) offering Best Value for products and/or services, "Value Added Services" receive full points. Deduction in points for vendor thereafter. 	45
Past Relationship with District	
<ul style="list-style-type: none"> • Previous Business with District (5 points) • No Previous Business with District (2 points) 	5
Reputation	
<ul style="list-style-type: none"> • Reputation of vendor and vendors goods and services 	10
TOTAL	100

AWARDS

Awards will be made to the successful vendor for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. BHISD shall comply with the Texas Public Information Act in the event BHISD receives an open records request for information relating to responses submitted in response to this RFP.

COMPETITIVE RANGE

It may be necessary for BHISD to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

ESTIMATED QUANTITIES

BHISD makes no guarantee or commitment of any kind concerning quantities that will be purchased. BHISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

INSPECTION & ACCEPTANCE

Awarded vendor(s) shall deliver the goods or services procured on this contract to the BHISD Department issuing a Purchase Order. If delivery is not or cannot be made within proper time frame, the awarded vendor must receive authorization from the issuing BHISD Department for the delayed delivery. If defective or incorrect goods are delivered, BHISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to BHISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

FORMATION OF CONTRACT

A response to this solicitation is an offer to contract with BHISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by BHISD after approval by the BHISD Board of Trustees.

NON EXCLUSIVE CONTRACT

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of BHISD. BHISD is free to have

multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in BHISD's sole discretion.

PRICING

BHISD requires that the pricing submitted to be set for duration of the contract. BHISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

ADDITIONAL NOTICES/REQUIREMENTS:

Proposer shall provide as a part of their Proposal at least three (3) school districts or business references where like services/supplies have been supplied by Proposer.

Any District Board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter.

By submitting a Proposal, each Proposer agrees to waive any claim it has or may have against the District, including its respective trustees, agents and employees arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

Pursuant to Texas Government Code, Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. Pursuant to Section 2270.002 of the Texas Government Code, the District is, or may be, prohibited from entering into a contract with a company for goods or services if that company boycotts Israel or boycotts Israel at any time during the term of the contract. By submitting a Proposal, the Proposer certifies to the District that it is not a listed company under Texas Government Code Sections 806.051, 807.051, or 2252.153 and that, as applicable, does not boycott Israel, and will not during the term of this contract, and the Offeror thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to determine that the Proposer was a listed company at the time of this procurement or boycotts Israel.

Pursuant to Texas Government Code, Chapter 809 (effective September 1, 2021), the District is, or may be, prohibited from entering into a contract with a company for goods and services if that company boycotts energy companies or will boycott energy companies at any point during the term of the contract. By submitting a Proposal, the Proposer certifies that it does not boycott energy companies and will not do so during the term of this contract, and Proposer thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to believe that the Proposer boycotted energy companies at the time of this procurement. Pursuant to Texas Government Code, Chapter 2274 (effective Sept. 1, 2021), the District is or may be prohibited from entering into a contract with a company for goods or services if that company discriminates against a firearm entity or a firearm trade association. By submitting a Proposal, the Proposer certifies that it does not discriminate against a firearm entity or a firearm trade association and will not during the term of this contract, and Offeror thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to determine that the Proposer discriminated against a firearm entity or a firearm trade association at the time of this procurement.

If the Proposer is awarded the Contract, the Proposer will, before any duties are performed on District's property where students are regularly present, and at least annually thereafter, obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier and/or subcontractor if the person has or will have continuing duties related to the services to be provided, and the duties are or will be performed on District's property or at another location where students are regularly present. The criminal history records shall be obtained from the clearinghouse provided by § 411.0845 of the Texas Government Code. The Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee,

agent or other person who was convicted or placed on deferred adjudication community supervision for an offense for which the person is required to register as a sex offender, or who has been convicted of a felony under Title V of the Texas Penal Code if the victim of the offense was under eighteen (18) years of age at the time the offense was committed or of an equivalent offense under federal law, Texas state law, or the laws of another state.

It shall be the responsibility of the Proposer and the entities with which the Proposer contracts to ensure compliance with this provision, including, but not limited to, required certification from subcontractors, if applicable. The Proposer shall certify to the District compliance with this provision and that none of Proposer's employees have a disqualifying criminal history. Proposer agrees that if it receives information that a covered employee is arrested for or convicted of any of the disqualifying criminal history offenses during the performance of this contract, the Proposer will immediately remove the covered employee from Owner's property or other locations where students are regularly present and promptly notify the District of this removal within one (1) days of doing so. Proposer understands that any failure to comply with the requirements of this section may be grounds for termination of the contract.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACT AND TERM.** In submitting a proposal, Proposer understands and agrees to be bound by all Specifications, Terms and Conditions, and other provisions and requirements set forth in this Request for Proposal, all of which shall be incorporated into any future contracts, agreements or purchase relating to a proposal from the successful Proposer (sometimes hereinafter "Vendor") to BHISD.
2. **SPECIFICATIONS.** Specifications as shown in this RFP are minimum requirements. The District may define an article by describing a proprietary product or by using a name of a manufacturer which the District knows meets minimum standards. If not shown on the specifications, "or equal" submittals are acceptable. Samples may be required of alternate products. The District shall have sole discretion in determining suitability of alternate bid items.
3. **PRICING.** The District shall have the right to purchase items shown on this bid for lower cost if made available through a sale or "special offer" made to the general purchasing community. Pricing shall be firm for purchases during the contract period but in no case less than ninety (90) days from acceptance of bid.
4. **ADDITIONAL WARRANTIES.** All equipment provided under this Contract is warranted as fit for the purpose for which it was intended. All services performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Proposal.
5. **CANCELLATION.** District shall have the right to cancel for default all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
6. **NON-PERFORMANCE.** Whenever, in the opinion of the District, the equipment or services are neglected by the Vendor, the District may request to have the Vendor bring additional labor, materials, and supplies into the work. If the Contractor fails to correct the unsatisfactory condition(s) within five (5) working days, the Vendor shall be advised of so in writing. The District shall have no obligation to give the Vendor more than two (2) notices of unsatisfactory performance during the contract period; and, should the Vendor again fail to perform the services pursuant to the contract, the District may declare the contract in default, terminate the contract, and contract with another. The right to declare the contract in default in no way limits District's right to terminate the contract for convenience or cause.
7. **INVOICES AND PAYMENTS.**

- a. The successful Proposer (Vendor) shall submit itemized invoices that reflect the Contract Number and the Purchase Order Number as provided by the District Business Office.
- b. Federal and state taxes should not be included. Tax exemption certificates will be provided upon request.
- c. Payment shall not be due until the above instruments are submitted after delivery and acceptance or services rendered. Mail invoices to Accounts Payable, PO Box 1108 Mont Belvieu, TX 77580.
- d. Payments will be made to vendor via ACH. Form to be completed with submission of RFP.
- e. Vendor shall keep the Accounts Payable Department advised of any changes in its remittance addresses.

8. **GUARANTEE/WARRANTY AGAINST DEFECTIVE EQUIPMENT.** All equipment provided to District shall be guaranteed against defects for a minimum of 1 year from delivery date and shall carry standard manufacturer warranty. Replacements under guarantee/warranty shall be at no cost to the District. The minimum guarantee for supplies and equipment is 90 days or the standard commercial warranty, whichever is greater.

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

10. **REMEDIES FOR NON-PERFORMANCE/CONFORMANCE.** If at any time the Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, BHISD reserves the right to: purchase on the open market and charge the Vendor the difference between contract and actual purchase price (cover), or deduct such charges from existing invoice totals due at the time, or cancel the contract within thirty (30) days written notification of intent.

11. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing herein shall be construed as creating an employer-employee relationship between the District and Vendor or between the District and Vendor's employees. The District shall not be subject to any obligations or liabilities of the Vendor or its employees incurred in the performance of the contract unless otherwise herein specifically authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for District employees nor be covered by the District's Worker's Compensation Program.

12. **GRATUITIES.** The District may, by written notice to the Vendor, cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of BHISD with a view toward securing this or any contract or favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event the District pursuant to this provision cancels this contract, the District shall be entitled to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

13. **TERMINATION.** Whenever BHISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting contract award for the District's convenience. Such termination shall be effective thirty (30) days after the District delivers written notice of such termination for convenience to the Proposer/Vendor. Upon receipt of such notice from the District, Proposer/Vendor shall not thereafter incur, and BHISD shall have no liability for, any costs under this Proposal that are not necessary for actual performance of

the Proposal between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, BHISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

13. **NON-APPROPRIATION OF FUNDS.** The BHISD may terminate any resulting award for this proposal with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided. **Multi-term agreements are subject to review, ratification, or renewal by the Board of Trustees at the end of each term.**

14. **DEFAULT AND REMEDIES.** The Vendor shall be considered in default of this proposal, and such default shall be grounds for the District to terminate any resulting award for this proposal and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under its proposal and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of the proposal under this paragraph be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience.

15. **FORCE MAJEURE.** If for any reason by force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligation under this contract, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon; and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term “Force Majeure” as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty (30) days after the event or cause relied upon, then upon written notice after the thirty days the District reserves the right to cancel this contract without any further liability.

16. **INDEMNIFICATION.** Vendor shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all loss, cost, damage, expense, and claims, including attorney’s fees and liability of any kind for any acts or omission of Vendor, its officers, agents, or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage, expense, or cost.

17. **ADVERTISING.** Vendor shall not advertise or publish, without the District’s prior consent, the fact that the District has entered into this contract except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

18. **ASSIGNMENT - DELEGATION.** No right or interest in this contract shall be assigned or delegated by the Proposer/Vendor without the written permission of the District. Any attempted assignment or delegation by the Proposer/Vendor shall be wholly void and ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER.** A waiver or renunciation of the claim or right can discharge no claim or right arising out of a breach of this contract in whole or in part unless the waiver of renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **MODIFICATION.** This contract may be modified only by a written agreement signed by both parties or their duly authorized agents.

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

22. **APPLICABLE LAW.** The laws of the State of Texas shall govern this contract.

23. **VENUE.** Both parties agree that venue for any litigation arising from this contract shall lie in Chambers County, Texas.

24. **DISPUTE RESOLUTION.** The District and Vendor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.

- a. Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.
- b. In the event the District and the Vendor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- c. At all times during the course of any dispute resolution process, the Vendor shall continue diligently and without delay to perform the services and obligations of the Agreement, unless otherwise requested by District.

25. **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS.** The District requires compliance with executive order 11246, entitled Equal Employment Opportunity as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

26. **CONFIDENTIAL/PROPRIETARY INFORMATION TO BE MARKED.** Any portion of the proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

27. **RETENTION OF AND ACCESS TO RECORDS.** Vendor shall retain any books, documents, papers, and records that are directly pertinent to the contract. Vendor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee, or grantee of funds, or their authorized

representatives, for a period of seven (7) years following termination of the contract.

28. **INSURANCE:** Awarded vendor represents and agrees that it shall provide and maintain certain insurance requirements as required by BHISD, including but not limited to, professional liability, general liability, automobile liability, and worker's compensation insurance in amounts that are satisfactory to BHISD. Upon contract award, awarded Vendor(s) shall provide to Barbers Hill ISD original certificates of insurance indicating proof of any such required insurance. All such policies of insurance shall contain a provision that they shall not be cancelled or altered, nor the amount of coverage reduced, until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Certificates of Insurance and/or notices regarding a cancellation, alteration, or reduction in limits shall be submitted to the District, as follows:

Barbers Hill ISD
Attn: Business Office
PO Box 1108
Mont Belvieu, Texas 77580

29. **DELIVERY.** Delivery, handling, freight, installation, setting in place, removal of all associated debris from the school and other charges are to be included in the per-unit bid pricing. Inside delivery must be assumed unless otherwise stated in the Proposal Form. The District has no personnel or loading docks at campus locations. Shipper must adequately provide for inside delivery. If items are damaged in shipping, the vendor must replace all items within 5 days unless special circumstances require additional time. The vendor shall handle all damage claims. The District assumes no liability for goods delivered in a damaged condition.

30. **RETURNS.** The successful Proposer at no cost to the District shall exchange damaged or incorrectly shipped goods. Exchanges are to be handled as quickly as possible. Items not picked up within one (1) week after proper notification will become a donation to the District for disposition. The successful Proposer guarantees that the District may return any and/or all new and unused items purchased within ten (10) days after delivery for full credit.

31. **SHIPMENT.** Orders shall be shipped or delivered in containers suitable for damage-free shipment and storage to the location indicated on the District purchase order. All shipments must be accompanied by a packing slip or documents showing: Vendor name and address, Delivery Address, Purchase Order Number, and Itemized List of Contents.

32. **ORDERS.** The District shall issue purchase orders for requisitions on an "as needed" basis. If possible, the District may choose to send orders to successful bidders via facsimile transmission. Orders must be separately packaged by order number for delivery. Substitutions may be made only with permission of the requisitioning office or department. The District cannot/will not be responsible for orders delivered without a valid purchase order.

33. **FELONY CONVICTION NOTICE.** Must be signed in connection with work under any contract and made a part of any contract offer. Misrepresentation of conviction will result in contract termination.

34. **DISCLOSURE OF INTERESTED PARTIES.** A successful Proposer shall provide a notarized Form 1295 before any award of contract by the BHISD Board of Trustees.

35. **TITLE/RISK OF LOSS.** The title and risk of loss of the goods shall not pass to District until District actually receives and takes possession of the goods at the point or points of delivery.

36. **SAFETY WARRANTY.** Proposer warrants that the product sold to District shall conform to the standards promulgated by the Department of Labor under the Occupational Safety and Health Act (OSHA) 1970. In the

event the product does not conform to OSHA standards, District may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within 10 days, correction made by the District will be at Proposer's expense.