



J-TECH TECHNOLOGY UPGRADE REQUEST FOR PROPOSAL (RFP # 24-08)

FRONT-END SPECIFICATIONS

Proposals will be received until **2 PM on 12/17/2024**

PROPOSALS SHALL BE DELIVERED TO:

Judson Independent School District
ATTENTION: Purchasing Department
8012 Shin Oak Dr,
Live Oak, TX 78233

PREPARED BY:

TRUENORTH▲

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NOTICE OF REQUEST FOR PROPOSALS

LAST DATE & TIME TO SUBMIT:

December 17, 2024, at 2:00 PM

CONTRACT PERIOD:

Commencing on or about January 24, 2025, for an initial four (4) year period with options for one (1) year extension.

CONTACT INFORMATION:

8012 Shin Oak
 Live Oak, TX 78233-2457
 Email: lytreviso@judsonisd.org
 TEL: 210-945-5524
 FAX: 210-945-6910

DATE: November 13, 2024

REQUEST ISSUED BY:

Lynne Trevino
 Director of Purchasing

PURPOSE OF REQUEST:

The Judson Independent School District desires to identify and select a qualified vendor(s) to provide upgrades and additions for the installation of high-speed cabling infrastructure, PA/Bell/Clock, and Network/Wireless Electronics. The proposer shall confirm their proposal includes all requirements listed in this project manual (front-end and technical specifications) as well as each accompanying project drawing sheet. Judson ISD reserves the right to modify the Scope and Specifications as circumstances require, including but not limited to adding, changing, or deleting project scope.

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the proposing organization is in compliance with all federal, state, and local environmental codes, laws, and statutes.

NAME OF PROPOSING ORGANIZATION

DATE

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE NUMBER OF AUTHORIZED REPRESENTATIVE

POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE

FAX NUMBER OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Form A1

TERMS AND CONDITIONS

1. **BID/PROPOSAL SUBMISSION:** Bids/Proposals must be submitted utilizing this document only and must reach the Judson Independent School District Purchasing Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **INTERNET DOWNLOADS:** Vendors who have not obtained this solicitation document directly from JISD, or who may have downloaded the document from the JISD website, shall be responsible for immediately notifying JISD of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify JISD and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposal solicitation
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES AND SUBSTITUTION REQUESTS:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not necessarily restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, district will consider bid to be as specified. Illustrations and complete description must be included with the bid if requesting product other than specified. The District has final decision making on whether an alternately proposed product is equivalent and meets the District's standards/needs.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials from the date this solicitation is released until the award of a contract by the Board of Trustees.
7. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.
8. **CONTRACTURAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Con-

tractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.

9. INDEMNIFICATION: Contractor 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 Contractor, 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.
10. APPLICABLE LAW: This contract shall be governed by the policies of the Judson ISD Board of Trustees, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. Judson ISD Board Policies can be accessed on the web at www.judsonisd.org.
11. GRATUITIES: The District may, by written notice to the Contractor, 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 Contractor, or any agent or representative of the Contractor, to any officer or employee of the JISD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
12. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. MODIFICATIONS: This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
14. INTERPRETATION OF EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also 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.
15. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in proposal. All deliveries, unless specified otherwise in the contract or order document, will be made to the campus or department specified, between the hours of

8:00 a.m. to 4:00 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge. The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts, and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth in any subsequent duly authorized purchase orders.

16. **FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the JISD Board of Trustees or otherwise not made available to the District.
17. **ADVERTISING:** Contractor 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. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Live Oak, Bexar County, Texas.
20. **RIGHT OF INSPECTION:** The District shall have the right to inspect the goods before accepting them.
21. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the District, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
22. **RIGHT TO ADDITIONAL COMPETITION:** Judson ISD occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the District.
23. **NON-WAIVER OF IMMUNITY:** The parties understand and agree that this contract is not for goods and services to Judson ISD that is subject to a school district's immunity within Texas Local Government Code Chapter 271.
24. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of proposals. No bid may be withdrawn during the period of firm offering.
25. **RECYCLED PRODUCTS:** The District may give preference in purchasing products made of recycled materials if the products meet applicable specifications as to quantity and quality.
26. **NOTICE OF INTENT TO SUE:** Vendor understands and agrees that before any action or lawsuit may be filed against Judson ISD that vendor must deliver written notice of its intent to file suit against Judson ISD to the Superintendent of Schools at least 90 days in advance. As part of this written

notice, the vendor will identify the nature of the proposed resolution in order to provide Judson ISD an opportunity to resolve the dispute without the need for litigation. Vendor understands and agrees that nothing in these terms and conditions constitutes a waiver of any immunity that Judson ISD maintains from suit or liability.

27. **MEDIATION/ALTERNATIVE DISPUTE RESOLUTION:** Unless waived in writing by an authorized representative of Judson ISD, vendor understands and agrees to participate in mediation with Judson ISD as a condition precedent to any action or lawsuit being initiated or maintained against Judson ISD.
28. **VENDOR GRIEVANCE PROCEDURE:** Unless waived in writing by an authorized representative of Judson ISD, vendor understands and agrees that it must first utilize the District's internal grievance procedures as set forth under JISD Board Policy as a condition precedent to any action or lawsuit being initiated or maintained against Judson ISD.
29. **WARRANTY-PRICE:** The price to be paid by the District shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to District for breach at Contractor's actual expense. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
30. **WARRANTY-PRODUCT:** Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.
31. **WARRANTY-SAFETY:** Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense.
32. **WARRANTY-INFRINGEMENT:** As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise

to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the District harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements).

33. REJECTION/AWARD: Judson ISD reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding. Written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
34. TERMINATION: The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the District, for convenience.
35. PROPRIETARY INFORMATION: Any information contained in a proposal that is proprietary must be marked and indicated as such.
36. ADDENDA: A written addendum may be issued prior to the bid/proposal opening, which may modify, supplement or interpret any portion of this Request. No verbal or written information from other sources are authorized as representing the Judson Independent School District.
37. PROPOSAL PREPARATION EXPENSES: The District is not liable for any costs incurred by a proposer in the preparation of their proposal or for any services or work performed prior to the issuance of a contract.
38. PURCHASE ORDER: A signed purchase order is required prior to any goods or services being provided to any organization utilizing district funds. The District shall not be liable for payment for any goods or services provided without a duly authorized purchase order.

SECTION 1: INTRODUCTION AND GENERAL INFORMATION

1.1. DISTRICT OVERVIEW:

- 1.1.1. Judson ISD is a public school district encompassing 55.87 square miles providing services to the cities of Converse, Kirby and Live Oak. The District also serves portions of the cities of San Antonio, Universal City, Schertz, Selma and certain areas of unincorporated Bexar County.
- 1.1.2. The District currently has four high schools, alternative learning programs, five middle schools, twenty elementary schools, two transportation facilities, one distribution/maintenance complex, two administration buildings, and one central kitchen.
- 1.1.3. Judson ISD has an average daily attendance of approximately 24,130 students and about 3,670 employees.

- 1.2. DESCRIPTION: The Judson Independent School District desires to identify and select a qualified vendor(s) to provide upgrades and additions for the installation of high-speed cabling infrastructure, PA/Bell/Clock, Network/Wireless Electronics and UPS Systems. The proposer shall confirm their proposal includes all requirements listed in this project manual (front-end and technical specifications) as well as each accompanying project drawing sheet. Judson ISD reserves the right to modify the Scope and Specifications as circumstances require, including but not limited to adding, changing, or deleting project scope.

- 1.3. **PRE-BID CONFERENCE: A Pre-Bid conference will be held on December 3, 2024, 1:00 pm at 7990 Pat Booker Road Live Oak, TX 78233. It is highly recommended that all interested vendors attend.**

- 1.4. **Vendors, please note that ALL Drawings and technical specifications will be given to vendors that attend the scheduled pre-bid conference. Attendance is highly recommended in order to receive these documents. These documents WILL NOT be EMAILED or FAXED to you. For Vendors unable to attend the pre-bid conference, arrangements can be made with the Judson ISD Executive Director of Technology for picking up these documents in person.**

- 1.5. TYPE AND TERM OF CONTRACT: This is a fixed price/rate contract for the services described in the proposal document; from the successful vendor for the duration of the contract. The contract shall commence on or about January 24, 2025; for an initial four (4) year period with options to extend for one additional (1) year.
- 1.6. TERMINATION: Judson Independent School District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or if it is deemed in the best interest of Judson Independent School District for convenience.
- 1.7. ESCALATION CLAUSE: At the completion of the first initial term, the vendor has the option to adjust prices not exceeding four (4) percent. This adjustment along with proof of justification must be

presented in writing to the Judson Independent School District and a mutual agreement among both parties must take place in writing before such adjustment is approved.

- 1.8. INQUIRIES: The Judson Independent School District Purchasing Department has a partnership with Public Purchase, a web-based eProcurement service. All questions related to this request concerning documents, terms and conditions or contractual obligations shall be submitted directly through www.publicpurchase.com. Questions submitted by other methods will not be considered. The Judson Independent School District Purchasing Department has a partnership with Public Purchase, a web-based eProcurement service. All questions related to this request concerning documents, terms and conditions or contractual obligations shall be submitted directly through www.publicpurchase.com. Questions submitted by other methods will not be considered. **All questions concerning this Proposal must be received no later than December 11, 2024 at 2:00 PM.**

If you experience any difficulties with this process, please contact Public Purchase at support@publicpurchase.com.

- 1.9. CONFLICT OF INTEREST: In accordance with Texas Local Government Code §176.006, any vendor doing business with or seeking to do business with the District and has an employment or business relationship with an officer of the District or a family member of the officer (as defined in §176.003) or has given an officer of the District, or a family member of the officer, one or more gifts with the aggregate value specified in §176.003, excluding any gift described in the same section must submit a Conflict of Interest Disclosure Form. Disclosure forms may be downloaded from the District's website or from the Texas Ethics Commission's webpage at www.ethics.state.tx.us. District personnel are not able to provide legal advice to vendors on this or any other legal matter. If a vendor has questions, they are advised to consult their attorney. **Vendors are reminded that this form is only required to be submitted if a known conflict exists.**
- 1.10. INSURANCE REQUIREMENTS: Contractor must furnish to JUDSON ISD's Risk Manager an Acord Certificates of Insurance, showing the following **minimum** coverage by insurance company(s) acceptable to the JUDSON ISD's Risk Manager. JUDSON ISD must be named as an additional insured for all liability policies and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day written notice of cancellation, non-renewal, material change or termination required on all certificates	Bodily Injury and Property Damage Per Occurrence Aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Premises - Operations 2. Products / Completed Operations 3. Broad Form Property Damage 4. Personal Injury	<u>\$1,000,000 COMBINED SINGLE LIMIT</u> <u>\$2,000,000 GENERAL AGGREGATE</u>

5. Advertising Injury 6. Pollution Liability, if applicable 7. Sexual Abuse, if applicable	
AUTOMOBILE LIABILITY-----OWNED, NON-OWNED, BORROWED OR RENTED	<u>\$1,000,000 COMBINED SINGLE LIMIT</u>
PROFESSIONAL LIABILITY • All policies must include the date of retroactive coverage.	<u>\$2,000,000 PER INCIDENT</u> <u>\$2,000,000 GENERAL AGGREGATE</u>
WORKERS COMPENSATION INSURANCE	<u>WHICH COMPLIES WITH THE TEXAS WORKER'S COMPENSATION ACT</u>
EMPLOYERS LIABILITY INSURANCE	\$500,000
CYBER LIABILITY (PRIVACY & NETWORK LIABILITY) • All policies must include the date of retroactive coverage. 1. Privacy Liability 2. Network Security Liability 3. Internet Media Liability 4. Network Extortion 5. Data Breach Fund 6. Regulatory Proceedings	<u>\$2,000,000 PER INCIDENT</u> <u>\$2,000,000 GENERAL AGGREGATE</u>
INSTALLATION FLOATER	<u>REPLACEMENT COST COVERAGE ON MATERIALS, HARDWARE & ACCESSORIES BEING INSTALLED, INCLUDING TRANSIT & STORAGE.</u>
PROPERTY / FINE ARTS (where applicable)	<u>THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE TO THEIR PROPERTY, WHETHER OWNED, NON-OWNED, HIRED, RENTED, BORROWED, LEASED OR LOANED.</u>

1.11. ADDITIONAL REQUIREMENTS:

1.11.1. The Contractor must obtain worker’s compensation coverage through a licensed insurance company obtained in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. The coverage provided must be in an amount sufficient to assure that all workers’ compensation obligations incurred by the Contractor will be promptly met.

1.11.2. Certificate of Insurance with accompanying endorsement(s):

1. JUDSON ISD must be named as an **additional insured** on the liability coverage and a blanket waiver of subrogation is required on all applicable policies.

2. The **name of the project** must be listed under “Description of Operations”.
 3. At a minimum, the carrier must be rated by A.M. Best with an A-VII or better.
- 1.11.3. In the event of accidents of any kind, the Contractor must furnish the Risk Manager with copies of all reports of any accident within twenty-four (24) hours of the accident.
- 1.11.4. Each proposal must be accompanied by a corporate surety bid/proposal bond for the full proposal amount or in a cashier's check not less than 5% of the total proposal amount payable to Judson Independent School District as a guarantee that if the proposal is accepted and awarded, the successful proposer will be required to furnish a performance bond and labor and materials payment bond. Judson ISD reserves the right to reject any or all proposals received and to waive any informalities and irregularities in the submitted proposals. The proposer will execute the contract and file the required P&P bonds within ten (10) days after the notice of award.
- 1.12. **CRIMINAL HISTORY:** The Contractor shall take all steps necessary to comply with Texas Education Code § 22.0834: Criminal History Record Information Review of Certain Contract Employees’ requirements. It is the Contractor’s sole responsibility to ensure adherence to these requirements. Evidence of compliance shall be presented to the District upon request. Contractor shall not allow employees with disqualifying conditions to provide services on school property.
- 1.13. **PERSONNEL BACKGROUND SCREENING:** Upon award for duties under contracted services, Contractor must comply with Texas Education Code Section 22.0834 (Senate Bill 9). Contractor shall conduct, at its expense, a thorough criminal history background check for each worker who will have direct contact with students, before the worker is assigned to JISD as that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services, and the duties are or will be performed on school property or at another location where students are regularly present. Updated records/reports of workers’ background checks will be made available to JISD upon request. Vendors (owners, officers, employees, volunteers, etc.) may not be assigned to work where students may or may not be present when they have charges pending, have been convicted, received probation, or deferred adjudication for the following:
- Any offense against a child
 - Any sex offense
 - Any crimes against persons involving weapons or violence
 - Any felony offense involving controlled substance
 - Any felony offense against property
 - Any other offense the District believes might compromise the safety of students, staff or property.
- 1.14. **FORM 1295:** On January 1, 2016, Texas HB1295 took effect. As a result, this will require your firm to complete an online form through the Texas Ethics Commission in order for our organization to process a contract or purchase order for products from your firm. The link shown below will provide additional information on how to process will take place.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

When completing Form 1295, please ensure that the following information is placed in Field 3 of the online form: JISD 24-08.

SECTION 2: SCOPE OF WORK

- 2.1 SCOPE OF WORK: The Judson Independent School District desires to identify and select a qualified vendor(s) to provide upgrades and additions for the installation of high-speed cabling infrastructure, PA/Bell/Clock, Network/Wireless Electronics and UPS Systems. The proposer shall confirm their proposal includes all requirements listed in this project manual (front-end and technical specifications) as well as each accompanying project drawing sheet. Judson ISD reserves the right to modify the Scope and Specifications as circumstances require, including but not limited to adding, changing, or deleting project scope.

Judson Independent School District requires that the following policies and procedures be specifically followed:

- **HARRASSMENT:** Under no circumstance will Judson Independent School District tolerate any form of verbal or non-verbal abuse, jeering, whistling, etc. directed toward school staff or students. The Vendor will be informed of any complaints and will be expected to permanently remove the problem employee from the jobsite.
- **DRESS CODE:** Vendors are expected to be fully clothed at all times; dressed professionally and appropriately for the work at hand. Vendor's wearing shorts or without shirts will not be allowed on Judson Independent School District property. Clothing shall not have any indecent or suggestive logos or words. Clothing advertising tobacco and alcohol products is prohibited.
- **IDENTIFICATION:** All vendors shall display visible identification in the form of name tag badges, Company Uniforms, or other forms of positive identification while on Judson Independent School District property. Vendor shall check-in and check-out of each Campus in the School Administration Office.
- **SMOKING:** All tobacco products, including smokeless tobacco, are prohibited on all Judson Independent School District properties at all times. This must be fully enforced by the Vendor.
- **ILLEGAL DRUGS AND ALCOHOL:** No alcoholic beverages or illegal drugs shall be brought on Judson Independent School District property at any time. Any vendor representative under the influence of either illegal drugs or alcohol or smelling of alcohol shall be permanently removed from the property by the awarded Vendor.
- **FIREARMS/WEAPONS:** A person shall not knowingly, intentionally, or recklessly go onto school premises or any grounds or building on which an activity sponsored by a school or educational institution is being conducted, with a firearm, illegal knife, or prohibited weapon listed in Penal Code 46.05 (a) unless pursuant to written regulations or written authorization of Judson Independent School District. Penal Code 46.03.
- **HEALTH & SAFETY GUIDELINES:** During times of a national health crisis or pandemic, awarded contractor shall adhere to all established Center for Disease Control (CDC) and Judson Independent School District guidelines, procedures and health postings established for the protection of both the contractor's employees, the general public and employees of Judson Independent School District.

- **RESTROOMS:** Vendors shall only use Faculty restrooms. Under no conditions or circumstance will any of the Contractor's be allowed to use Student restrooms.
 - **USE OF SCHOOL CAFETERIA:** Vendor's will not be allowed to use the existing School Cafeteria.
 - **SUBCONTRACTORS:** In some projects, the Vendor delegates a part of or all the work to subcontractors experienced in a specific phase of the work; although this is acceptable, the Vendor must understand that he remains solely responsible to Judson Independent School District for techniques, materials, and quality of the work performed by his subcontractors. All specifications, terms and conditions specified herein shall be complied with; the same as performed by the original awarded vendor.
 - **JUDSON INDEPENDENT SCHOOL DISTRICT PROPERTY:** Vendor's shall not handle or modify any Judson Independent School District Property when accessing district facilities.
- 2.2 CATALOGS: Supply if necessary.
- 2.3 ORDERING AND DELIVERY: The District shall not be responsible for any orders of goods/services delivered without a properly executed purchase order prior to performing the services.
- 2.4 INVOICING: All invoices shall be plainly marked with the JISD purchase order number and be sent to the following address for processing.

Judson ISD
Accounts Payable
8012 Shin Oak Drive
Live Oak, TX 78233

SECTION 3: PROPOSAL SUBMITTAL AND EVALUATION

3.1 PROPOSAL EVALUATION: In determining whom to award a contract, the district shall consider the following items in accordance with Texas Education Code Chapter 44.031:

3.1.1 Award for this proposal shall be based on the following selection criteria:

Proposals shall be evaluated based on, but not limited to, the following criteria. The proposer shall provide sufficient data in the proposal response for the District and Consultant to provide a detailed evaluation of each category listed below:

#	EVALUATION CRITERIA	POSSIBLE PTS
1	Purchase Price (including discount rate)	30
2	Reputation of Vendor and Vendor’s Goods and Services	15
3	Quality of Goods and Services	05
4	Ability for the District to Comply with Rules Related to Historically Underutilized Businesses	05
5	Extent to Which the Goods/Services Meet the District’s Needs	05
	Product/System Digital Learning Solution	05
6	Vendor’s Past Relationship with District	10
7	Total Long-Term Cost to the District	05
8	Principal Place of Business.	05
9	Quality and Completeness of Proposal	05
10	References	05
11	Value Added Offerings.	05
	Total Possible Points	100

Evaluation Criteria Detail

1. Purchase Price (Including Discount Rate) – 30 Points: This criterion assesses the overall purchase price, including any offered discount rates. The evaluation will focus on upfront costs. The proposal with the lowest eligible price will receive the full 30 points. Other proposals will be scored proportionally based on their price relative to the lowest offer.
2. Reputation of Vendor and Vendor’s Goods and Services – 15 Points: This criterion evaluates the vendor’s reputation, considering factors such as the length of time in business, financial strength, number of active customers, and provider infrastructure. The vendor’s experience with Texas ISDs, their current workload, and the qualifications and certifications of their project and maintenance teams are also critical factors in this evaluation.
3. Quality of Goods and Services – 5 Points: This assessment will consider the reliability, durability, and performance of the products and services offered. Vendors are expected to demonstrate that their offerings meet the required standards.

4. Ability for the District to Comply with Rules Related to Historically Underutilized Businesses (HUB) – 5 Points: This criterion assesses how well the vendor enables the District to comply with HUB-related rules and regulations. The vendor's commitment to working with historically underutilized businesses will be evaluated.
5. Extent to Which the Goods/Services Meet the District's Needs – 10 Points: This criterion is divided into two subcategories:
 - a. Product/System – 5 Points: Assesses the alignment of the product/system with the District's technology configuration goals, including hardware/network compatibility, feature functionality, and systems management.
 - b. Digital Learning Solution – 5 Points: Evaluate the proposed digital learning solution's ability to meet the District's specific educational needs and objectives.
6. Vendor's Past Relationship with the District – 10 Points: This criterion evaluates the vendor's previous working relationship with the District, focusing on the quality of past work, adherence to timelines, and overall satisfaction with the vendor's performance.
7. Total Long-Term Cost to the District – 5 Points: This criterion considers the long-term financial impact on the District, including ongoing maintenance, operational costs, and potential savings or cost efficiencies over time. Vendors should demonstrate the cost-effectiveness of their proposal over the long term.
8. Principal Place of Business and Support Capabilities – 5 Points: This criterion assesses the vendor's geographical location, the number of trained technicians available locally and remotely, and the guaranteed response times for remote and onsite support. The proximity of the vendor's dispatch locations and their ability to provide timely support are key factors.
9. Quality and Completeness of Proposal – 5 Points: Proposals will be evaluated based on their overall quality and completeness. This includes clarity, adherence to the Scope of Work and Bill of Materials, compliance with bid terms and conditions, ethical conduct during the bidding process, and responsiveness to the District's requests.
10. References – 5 Points: Vendors must provide three references for projects of similar scope, size, and complexity, preferably within the education sector. These references will be contacted to verify adherence to project requirements and the vendor's performance, including maintenance obligations.
11. Value-Added Offerings – 5 Points: This criterion rewards vendors who offer additional value at no extra cost. Examples include extended warranties, additional devices, or innovative solutions that enhance the District's operations beyond the basic requirements. Proposals that include creative and beneficial value-added offerings will score higher in this category.

Evaluation Process:

All information included or excluded in/from your proposal may be used to help JISD and the consultant select a vendor based on these criteria. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in your proposal.

Submittal of Qualifications:

Respondents should submit experience and qualifications as described in the RFP. Additional information may be submitted as appropriate to further describe vendor and provide product capabilities.

- 3.2 PROPOSAL OPENING: Any submissions received may be opened and reviewed upon receipt. All proposals must be received in the Purchasing Department prior to the proposal opening date and time in order to be considered for award. Any proposals received after that date and time will be returned unopened to the vendor.
- 3.3 PROPOSAL AWARD: Each proposal response shall be evaluated based on responsiveness to the requirements of this document. As proposals are received by the district and taken to the Board of Trustees for approval, awardees will then be notified via email and letter
- 3.4 PROPOSAL SUBMISSION: The following information is to assist vendors with proposal submission.
- 3.4.1 Submit one original of each Proposal in a sealed, plainly marked envelope/container and one zip drive format. Proposals submitted by facsimile or email will not be accepted. Vendors are encouraged to submit proposals right away.

To properly process the envelope containing your response, it shall be marked:

**Judson ISD
Purchasing Department
8012 Shin Oak Drive
Live Oak, TX 78233**

**RFP 24-08 J-Tech Technology Upgrades
OPEN UPON RECEIPT**

SUBMISSION CHECKLIST

Submit Proposal in the following order: .

- Notice of Request for Proposal – Form A1
- Felony Conviction Disclosure Statement &
- Deviation/Compliance Signature Form – Form A2
- Out of State Certification Page – Form A3
- Suspension and Debarment Certification
- Non-Collusion, Non-Conflict of Interest and
- Anti-Lobbying Certification– Form A4
- Central Texas Purchasing Alliance Adoption, Northeast ISD & San Antonio ISD Adoption – Form A5
- Federal Funds Anti-Lobbying Certification – Form A6
- Non-Boycott of Israel/Non-Affiliation with Foreign Terrorist Org. –Form A7
- Form 1295
- Executive Summary
- A one page document which details vendor qualifications and experience
- Bid/Proposal Submittal – Form P
- Vendor Reference Sheet – Form R
- Education Department General Administrative Regulations (EDGAR)
- IRS Form W-9

Failure to include any of these items with your bid/proposal response may subject your proposal to disqualification.

FELONY CONVICTION DISCLOSURE STATEMENT

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

Based on the statement above, please check the appropriate box below:

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

VENDOR'S NAME: _____

NAME OF FELON(S): _____
(Attach additional sheet if necessary)

DETAILS OF CONVICTION(S): _____
(Attach additional sheet if necessary)

DEVIATION/COMPLIANCE FORM

If the undersigned Proposer intends to deviate from the Terms and Conditions or Specifications listed in this APPLICATION invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Judson ISD will consider any deviations in its Proposal award decisions, and Judson ISD reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures Judson ISD of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation

*** No Deviations**

*** Yes (List Below)**

List any deviations your company is submitting below, if applicable (Attach additional sheet if necessary):

NAME OF FIRM: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

PRINTED NAME: _____

TITLE OR POSITION: _____

DATE SIGNED: _____

RETURN THIS DOCUMENT IN APPLICATION PACKAGE

FORM A2

OUT OF STATE CERTIFICATION

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a **“Resident Proposer.”**

COMPANY NAME (PLEASE PRINT)

I certify that my company qualifies as a **“Nonresident Proposer.”**

(NOTE: You must furnish the following information:)

Indicate the following information for your **“Resident State.”** (The state your principal place of business is located in.)

COMPANY NAME

ADDRESS

CITY, STATE

ZIP CODE

1. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

- Yes
- No

2. What is the prescribed amount or percentage? \$ _____ or _____%

Certification: I certify that the information provided above is correct.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PLEASE PRINT)

TITLE

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

FORM A3

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients.)

Firms receiving individual awards of \$100,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

NAME OF FIRM: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

PRINTED NAME: _____

TITLE OR POSITION: _____

DATE SIGNED: _____

NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm’s officers, employees, or agents to lobby, directly or indirectly, the District’s Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Judson Independent School District except as noted below.

NAME OF FIRM: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

PRINTED NAME: _____

TITLE OR POSITION: _____

DATE SIGNED: _____

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

FORM A4

CONTRACT ADOPTION

Judson ISD participates in cooperative purchasing with the organizations listed below. Vendors have the option to grant permission for these other organizations to utilize any resulting contracts.

**Central Texas Purchasing Alliance (CTPA)
North East Independent School District (NEISD)
San Antonio Independent School District (SAISD)**

Terms and Conditions Common to all Organizations

- Any participating organization or its members wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- A negative reply by the Vendor will not adversely affect consideration of the Vendor’s solicitation response.
- Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor

Terms and Conditions Common Specific to CTPA

- If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- A list of members that may utilize the Vendor’s contract is listed on the CTPA website, www.txctpa.org.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BY CHECK BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR’S RESPONSE TO THIS SOLICITATION:

- Yes to both Adoption Clauses above
- No to both Adoption Clauses above
- Yes, with the exceptions of the following districts (Specify which Adoption Clause and the exception):

NAME OF FIRM: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

PRINTED NAME: _____

TITLE OR POSITION: _____

DATE SIGNED: _____

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

FORM A5

CONTRACT ADOPTION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

NAME OF FIRM: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

PRINTED NAME: _____

TITLE OR POSITION: _____

DATE SIGNED: _____

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

FORM A6

NON-BOYCOTT OF ISRAEL/NON-AFFILIATION WITH FOREIGN TERRORIST ORGANIZATIONS CERTIFICATION

As approved in HB 89 which adds Chapter 2270 to the Texas Government Code, and beginning September 1, 2017, all contracts that a district executes must include "written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract." Every contract with a for-profit entity entered into by the district must include the verification as part of the contract or as an addendum to the contract.

As approved in SB 252, which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization as identified on a list prepared by the Texas Comptroller. This law will be effective beginning September 1, 2017

- I certify that my company does not boycott the country of Israel and will not boycott the country of Israel during the term of this contract.
- I certify that my company does not engage in business with Iran, Sudan or a foreign terrorist organization as identified on a list prepared by the Texas Comptroller.

NAME OF FIRM (PLEASE PRINT): _____

Certification: I certify that the information provided above is correct.

NAME OF FIRM: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

PRINTED NAME: _____

TITLE OR POSITION: _____

DATE SIGNED: _____

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

FORM A7

CONTRACT ADOPTION

I, or we, the duly authorized, having carefully read the Bid Information, Bid Attributes and, Bid Line Items, do hereby agree to enter into a contract with Judson Independent School District by tendering this offer to perform the work required/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized, to submit this offer and have not been a party to any collusion among offer/offers in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Judson Independent School District employee, Board Trustee, or consultant as to quantity, quality or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with JISD Purchasing personnel; or any discussion(s) or action(s) between offer/offers and any JISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid.”

Note: Signature of the authorized representative **MUST** be of an individual who legally may bind his/her organization by entering into a formal contract with the Judson Independent School District

Vendor Name _____

Address _____

Phone # _____

Fax # _____

Bidder (Signature) _____

Bidder (Print Name) _____

COST DETAIL

Proposal for complete High-Speed Cabling Infrastructure (270000, 270500, 270526, 270528, 270537, 271100, 271300 & 271500)

A. J-Tech - Total proposal for this portion of the project is:

_____ DOLLARS (\$_____.)

Proposal for complete PA/Bell/Clock System (270000, 270526, 275100)

A. J-Tech - Total proposal for this portion of the project is:

_____ DOLLARS (\$_____.)

Proposal for complete Network Wireless Electronics Systems (270000, 270500, 270526 & 272100)

A. J-Tech - Total proposal for this portion of the project is:

_____ DOLLARS (\$_____.)

Proposed Discount:

Proposers may include a proposed discount if awarded one or multiple packages. Please provide details of any such discount within the proposal response.

*NOTE: JISD reserves the right to award each system to a single contractor, multiple contractors, or cancel the solicitation in whole or in part, at the sole discretion of JISD.

Bill of Materials

Proposer shall provide detailed bill of materials breakdown for each facility in a spreadsheet/table format similar to the table shown below:

Facility Name

QTY	MANUFACTURER	MODEL	DESCRIPTION	UNIT COST	EXT COST

Commencement and Completion of Contract Work

The undersigned agrees, if awarded the contract, to commence the Contract work on a date to be specified in a written Notice to Proceed, and to complete the work within the time dictated in the Instructions to Proposers.

Addendum Receipt

We acknowledge receipt of the following Addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Signature

By signing proposal, you agree to all terms described in the RFP. Additionally, the action certifies that the Proposer has personal knowledge of the following:

That said Proposer has examined the drawings and specifications, carefully prepared the proposal form, and checked the same in detail before submitting said proposal; and that said Proposer, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal in connection with this proposal.

That all of said, work will be performed at the Proposer’s own proper cost and expense and that the Proposer will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and at the time stated in the contract.

That said Proposer has followed the Federal Gift Rule and Lowest Corresponding Price Rule as required by the Federal Communications Commission.

That said Proposer has examined and agrees to Judson ISD’s Terms and Conditions

NAME OF FIRM: _____

FIRM ADDRESS: _____

PHONE NUMBER: _____

(Seal, if proposer is a corporation) BY: _____

DATE SIGNED: _____

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

FORM R

EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when Federal Funds are expended by SWISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when JISD expends federal funds, JISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when JISD expends federal funds, JISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. JISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if JISD believes, in its sole discretion that it is in the best interest of JISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by JISD as of the termination date if the contract is terminated for convenience of JISD. Any award under this procurement process is not exclusive and

JISD reserves the right to purchase goods and services from other vendors when it is in JISD’s best interest.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

Does vendor agree? YES _____Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when JISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible if the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when JISD expends federal funds, Vendor certifies that Vendor will comply with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by JISD resulting from this procurement process.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by JISD, Vendor certifies that during the term of an award for all contracts by JISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by JISD, Vendor certifies that during the term of an award for all contracts by JISD resulting from this procurement process, Vendor

agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by JISD, Vendor certifies that during the term of an award for all contracts by JISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by JISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by JISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit

Standard Form–LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS
2 CFR § 200.333**

When federal funds are expended by JISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUB GRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS=**

When federal funds are expended by JISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When JISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does vendor agree? YES _____Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of JISD 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

JISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it complies with all applicable provisions of the Buy America Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts, if agreed upon by JISD, it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF DATA CONFIDENTIALITY (FERPA 20 U.S.C. §1232g)

Vendor agrees that he/she will maintain the confidentiality of all JISD data contained in the District records. Vendor receives or obtains access to at all times and will keep the JISD data in a secure location. Vendor shall restrict access to all data contained in the JISD records to those employees who are participating in the contract. Vendor agrees that it will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g (b) (1) (F), 34 C.F.R. §99.31(a) (6), and pursuant to the foregoing terms and conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number					
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-			
or						
	Employer identification number					
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X
Form **W-9** (Rev. 10-2018)