Competitive Sealed Proposal

HVAC Upgrades Part 4

CSP #23.06

Release Date: 09/13/22
Advertising Dates: 09/13/2022 & 9/20/2022
Bidders Conference: 09/15/22 10:00am,
Beaumont United High School, 3443 Fannett Road, Beaumont, TX 77705

Due Date: 10/04/2022 3:00pm (Bid packages must be stamped received by 3:00pm)
Bid Opening: 10/04/2022 3:00pm, 3395 Harrison Ave, Beaumont TX 77706
Board Approval: 10/20/2022
Award Date: 10/21/2022
Contract Begins: 10/21/2022
Contract Period: Two Years, option for 12 mo.renewal.

SUBMISSION OF PROPOSAL

I. Each Seller is expected to examine the specifications and all instructions. Failure to do so will be at the vendor's risk. However, BISD reserves the right to reject any or all proposals and to waive minor irregularities in proposal preparation.

II. Each vendor shall furnish the information required on the District Proposal forms. Deviations to the Standard Conditions and/or Specifications shall be conspicuously noted in writing by the Seller and shall be included with the proposal.

III. Erasures or other changes/corrections must be initialed by person submitting the proposal.

IV. Unit price and extended price for each item offered will be recorded in proper columns on the proposal form. If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the offered price.

V. Proposals shall be enclosed in sealed envelopes addressed per instructions, with the name and address of the Seller and the title of the proposal on the envelope.

VI. In the event no proposal is to be submitted by the Seller, the request for sealed proposal should be returned so marked. Notation should be made advising whether further request for the type of supplies or services covered by this request are desired. Failure to do so may result in being deleted from the district vendor list.

VII. The Seller may respond to all or part of the proposal unless otherwise instructed.

VIII. Faxed or emailed proposals will not be accepted by the district.

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- Section 2: Supplier Instructions
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SECTION 1: CSP OVERVIEW

1.1 CSP General Conditions:

The Beaumont Independent School District is requesting proposals to provide HVAC upgrades to 8 area campuses.

This CSP is not an offer to contract. Acceptance of a proposal neither commits our company to award a contract to any supplier, even if all requirements stated in this CSP are met, nor limits our right to negotiate in our best interest. We reserve the right to contract with a supplier for reasons other than lowest price. We will thoroughly examine each proposal for best price, product quality, performance measures, flexibility, and customer support.

Proposals are to be made in good faith, without fraud, collusion, or connection of any kind with any other contractor for the same work. All bidders must complete in their own interest and in their own behalf. If you are subcontracting any portion of this agreement, you must identify the subcontractor in your proposal and agree that all subcontractors are bound to all terms and conditions of this CSP.

The supplier will absorb all costs incurred in the preparation and presentation of the proposal.

All suppliers who submit proposals will be notified of the results of the selection process.

BISD reserves the right to reject any or all proposals, in whole or in part, with or without cause, even if all the stated requirements are met. In addition, BISD may enter negotiations with one or more entities simultaneously and award a contract without notification. At the sole discretion of BISD, bidder presentations may be requested before award of the contract. BISD may also request the opportunity to conduct an on-site review of the supplier's facility and/or other locations where these services are provided, or a demonstration of the proposed technology.

1.2 CSP Purpose and Scope:

The district is requesting proposals for the replacement of chillers and supportive HVAC equipment at 8 schools.

It is the intent of this CSP that the responder shall provide an end-to-end solution for implementation of the Scope of Work outlined. The vendor will provide all design, planning, architecture, installation, training, and implementation support for the project. District staff will act in oversight and advisory capacity.

The successful respondent for this contract will be the sole authority and responsible party for this implementation. If the successful respondent utilizes subcontractors for any part of the system architecture, design, planning, installation, or support, it should understand that the successful respondent will be the sole District point of contact and responsible party for all activities.

SECTION 2: SUPPLIER INSTRUCTIONS:

2.1 CSP Timeline:

This schedule outlines the major activities that will occur in this bid process and the due dates. Any changes in deadlines will be communicated to all suppliers in writing. We reserve the right to disqualify any supplier who does not comply with these deadlines.

Events	Date
Request for Proposal Issued	09/13/2022
Bidders Conference	09/15/2022
CSP Submissions Due	10/04/2022
Open and Review CSP Submissions	10/04/2022 @ 3:00pm CST
Bidder Tabulations	TBD
Board Approval	10/20/2022
Contract Awarded	10/21/2022
Contract Term	Two Years, with 12 mo. Renewal option

2.2 Supplier Questions

Questions regarding the content of or schedule for the CSP must be submitted in writing by e-mail to bids@bmtisd.com according to the CSP schedule provided in Section 2.1. BISD will issue answers to all supplier questions, as noted in that schedule. In the event that modifications or additions to the CSP become necessary, suppliers will be notified via amendment posted to the BISD Purchasing website.

There will be a bidder's conference and walk-through on September 15, 2022 at 10:00am at Beaumont United High School.

2.3 Proposal Format and Submission Requirements

Proposals should be organized in the following format:

- **Section 1: Executive Summary**. The one- or two-page executive summary is to briefly describe the Proposer's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Proposer. The reader should be able to determine the essence of the proposal by reading the executive summary.
- **Section 2: Supplier Information**. Proposers should provide in-line responses to all requirements outlined in CSP Project Manual
- **Pricing**. Proposers should complete a full Pricing Proposal by campus.
- **Additional Information**. Proposers may include additional information regarding their products and services.

Completed proposals should be submitted via schedule in Section 2.1.

SECTION 3: REQUIREMENTS

3.1 Supplier Information

- Legal name of the company
- Number of years in business
- Headquarters location address, phone number, website
- Company type
- Number of employees
- Tax ID number

3.2 Company Experience and References

Please describe the product/market differentiators that distinguish you in the industry and make you capable of competing for this project.

Please provide project details for at least three (3) School Districts of similar size and scope to that requested by BISD. Project details should include:

- Deployment date and period of performance
- Number of fixtures, including increases/decreases in project scope
- Number of supported locations, including increases/decreases in project scope
- Overview of project performance, including successes, challenges, etc.

Select one project as a contactable reference. Include contact information (name, title, phone, and email) for a customer reference who can speak to project performance throughout the life of the contract.

3.3 Implementation Project Management:

Vendor will provide a designated individual as Project Manager for implementation, who will serve as the district's primary contact with the vendor for the duration of the project. Project manager will be expected to attend weekly project status meeting with the district and will be assigned for the duration of the project. Project manager assignment will not be changed without the prior consent of the district. The district reserves the right to require a change in project management based on performance.

Vendor shall serve as the project manager, working with BISD Maintenance and Operations department, Salas O'Brien, and Architectural Alliance for project installation and completion.

3.4 Pricing:

Proposals must clearly specify any premise needs that are to be provided by the customer

Vendors should state in writing that all furnished information, including prices, will remain valid for 120 days from the date their proposal is received by BISD.

Competing scenarios may be included in a single CSP response, but must be presented as discrete options, with complete technical and pricing information presented separately for each option.

The Proposer will deliver a presentation of the service comprised of:

a. Installation pricing broken out by line item. (Price Book)
b. Comparison pricing to RS Means
c. Implementation timeline
d. All pricing/architecture scenarios presented shall:
    a. Identify installation and one-time-only (OTO) charges as a separate line item

3.5 Evaluation and Award Criteria:

The award shall be made by the Purchasing Department based upon what is deemed to provide the most cost effective and beneficial service to the district.

Evaluation will be based approximately on the following parameters:

1.	Price	30 pts.
2.	Background and relevant experience	20 pts.
3.	Prior projects detailed in proposal.	10 pts.
4.	Responsiveness to Beaumont ISD requirements	15 pts.
5.	Preparation of proposal	10 pts.
6.	Prior work with Texas school districts	15 pts.

Bids will be solicited from multiple vendors thru advertisement in local and regional papers.

INSTRUCTIONS TO BIDDERS

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications.

1.1 Bid Response

Bid Submission

a. **Electronic Response. Electronic submissions will not be accepted for this CSP.** Any problems with hard copy submissions, please call Doris Brown at 409-617-5241.

b. **Hard Copy Response.**, Paper responses will be accepted at the address below.

Bids will be accepted at the address listed below until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be **plainly marked with the Invitation for Bid number**, due date, and the bidder's name and address.

Beaumont Independent School
District Board Purchasing Division
Beau W. Carroll
3395 Harrison Avenue
Beaumont, TX 77706

1.2 Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids

Bids must be in the office of the Beaumont Independent School District Board of Trustees Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Beaumont Independent School District Board of Trustees reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids After Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Beaumont Independent School District Board of Trustees.

1.7 Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evalua- tion. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Beaumont Independent School District Board of Trustees rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Beaumont Independent School District Board of Trustees.

1.8 Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this CSP document will be posted on the district website and will be on file in the Office of the Purchasing Agent. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening.

It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the Beaumont Independent School District Purchasing Agent.

1.9 Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status

Beaumont Independent School District Board of Trustees is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not

include taxes.

1.12 Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Beaumont Independent School District Board of Trustees reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Beaumont Independent School District Board of Trustees reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Beaumont Independent School District. Beaumont Independent School District Board of Trustees reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.16 Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.17 Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.18 Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Beaumont Independent School District Board of Trustees will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.19 Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the Beaumont Independent School District. Following the bid evaluation, all bids submitted are available for public review. COVID precautions are currently in place and may alter bid opening processes.

1.20 Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Beaumont Independent School District Board of Trustees as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.21 Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Beaumont Independent School District's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Beaumont Independent School District, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Beaumont Independent School District reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

1.22 Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

1.23 Non Performance

Continuing non-performance of the bidder in terms of specifications shall be a basis for termination of the contract bid. Cancellation by BISD may be made upon thirty (30) days written notice to the successful vendor. The district shall not pay for services, equipment or supplies which are unsatisfactory. Vendors will be given reasonable opportunity (30 calendar days) before termination, to correct deficiencies. This however, shall in no way be construed as negating the basis for

termination for non-performance.

1.24 References

All vendors shall submit a list of at least three references for which vendor has provided like products or services. References will include contact name and telephone number. Bids submitted without three references may be disqualified from consideration.

1.25 **Texas Education Code**, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony." Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)

1.26 Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

2.0 Performance

2.1 Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Beaumont Independent School District Board of Trustees purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Beaumont Independent School District Board of Trustees. Instructions and training shall be at no additional cost to the Beaumont Independent School District.

2.7 Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.8 Compliance with Federal, State, Beaumont Independent School District, and Local Laws

Bids must comply with all federal, state, Beaumont Independent School District and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Beaumont Independent School District Board of Trustees or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.9 OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items fur- nished under this project will confirm and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Beaumont Independent School District Board of Trustees for any and all damages that may be assessed against the Beaumont Independent School District.

2.10 Patents and Copyrights

The successful vendor agrees to protect the Beaumont Independent School District from claims involving infringements of patents and/or copyrights.

2.11 Samples, Demonstrations and Testing

At Beaumont Independent School District Board of Trustee's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.12 Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that

purpose by Beaumont Independent School District Board of Trustees. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an oth- erwise agreed upon time, shall become the property of the Beaumont Independent School District. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.13 Maintenance

Maintenance required for equipment bid should be available in Beaumont Independent School District Board of Trustees by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Beaumont Independent School District Board of Trustees opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.14 Material Safety Data Sheets

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.15 Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the Beaumont Independent School District. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Beaumont Independent School District Purchasing Department and recommendation to Beaumont Independent School District Board of Trustees. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The Beaumont Independent School District Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3.0 Purchases

3.1 Purchase Orders

A purchase order(s) shall be generated by the Beaumont Independent School Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The Beaumont Independent School District will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices

a) All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the Beaumont Independent School District in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department. Email: invoices@bmtisd.com.

Mail to:
Beaumont Independent School District ATTN: Accounts Payable Department
P. O. Box 672
Beaumont, TX
77704

Email: invoices@bmtisd.com

b) Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in remittance addresses.

c) Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.

d) Vendors that repeatedly fail to supply complete, accurate, and timely billing to the Accounts Payable office may be omitted from our vendor list.

3.3 Prompt Payment

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the Beaumont Independent School District of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the Beaumont Independent School District.

Beaumont Independent School District will pay for the requested goods and/or services as promptly as possible, but in any event, no later than thirty (30) days after 1) receipt of goods; or 2) the day the service is complete; or 3) the day the district receives the invoice for the goods and/or services, whichever is later.

3.4 Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid,

when duly accepted by Beaumont Independent School District Board of Trustees, shall constitute a contract equally binding between the successful bidder and Beaumont Independent School District Board of Trustees.

3.5 Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the one year contract. **Contract shall commence on date of award and continue with an option to renew annually for up to an additional Three (3) year period, if mutually agreed to by Beaumont Independent School District Board of Trustees and Contractor.**

3.6 Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Beaumont Independent School District. No change order will be binding unless signed by an authorized representative of the Beaumont Independent School District and the vendor.

3.7 Price Re-determination

A price re-determination may be considered by Beaumont Independent School District Board of Trustees only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Beaumont Independent School District Board of Trustees reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the Beaumont Independent School District.

3.8 Termination

Beaumont Independent School District Board of Trustees reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder become insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Beaumont Independent School District Board of Trustees may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Beaumont Independent School District Board of Trustees's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Beaumont Independent School District Board of Trustees reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Beaumont Independent School District Board of Trustees shall not be liable to prosecution for damages in the event that the Beaumont Independent School District declares the bidder in default.

3.9 Conflict of Interest

Employees of the Beaumont Independent School District are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the Beaumont Independent School District without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

3.10 Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Beaumont Independent School District Board of Trustees and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execu- tion of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Beaumont Independent School District Board of Trustees growing out of such injury or damages.

3.11 Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

3.12 Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

3.13 Uniform Commercial Code

The successful vendor and Beaumont Independent School District Board of Trustees agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

3.14 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the Beaumont Independent School District of Beaumont, Texas.

3.15 Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Beaumont Independent School District Board of Trustees.

3.16 Silence of Specifications

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

3.17 Texas Education Code

Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.” Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)

3.18 Utilization of Minority Business Enterprises: It is the policy of the Beaumont Independent School District that minority business enterprises and concerns shall have the maxim practicable opportunity to participate in the performance of BISD contracts. Supplier agrees to use his best efforts to carry out this policy in the award of his sub-contracts to the fullest extent consistent with his efficient performance of contract with BISD. As used herein, the term “minority business enterprise” means (a) business at least fifty-one (51%) percent of which is owned by minority members, or in the case of a corporation, at least fifty-one (51%) percent of issued stock of any class is owned by minority shareholders and

(b) the daily management functions of the entity are the responsibility of one or more minority members. A “minority member” is defined to mean a person who is Black, Hispanic, Asian American, American Indian, Alaskan Native, a woman or handicapped.

3.19 Gratuities

The Buyer may, by written notice to the Seller, cancel this contract without liability to seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with the view toward securing a contract or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

3.20 Insurance Requirements

EACH BID MUST BE ACCOMPANIED BY CERTIFICATES OF COVERAGE FROM WELL REGARDED INSURANCE COMPANIES REFLECTING THE FOLLOWING COVERAGE:

(Certificates must be issued in the name of the company submitting the bid.)

a. Worker’s Compensation and Employers Liability

Covering all work contemplated in the contract by the bid. Amount of statutory requirement.

b. General Liability

Written on a Comprehensive General Liability or Commercial General Liability form to include completed operations/products and addition of the Broad Form Comprehensive General Liability Endorsement and removal of any X (explosion), C (collapse) and U (underground) exclusions. Minimum General Aggregate Limit of $1,000,000 with Beaumont Independent School District named as an additional insured.

c. Automobile Liability

Issued on a Comprehensive Automobile Liability form covering all owned and non-owned vehicles.

1.	VENDOR INFORMATION

COMPANY NAME:	

MAINTENANCE ADDRESS:	PHONE:
	TOLL FREE:
REMITTANCE ADDRESS:	FAX:
	TOLL FREE FAX:

INTERNET ADDRESS:	
CUSTOMER SERVICE E-MAIL:	

DO YOU ACCEPT PURCHASE ORDERS	CASH PAYMENT TERMS (Net 30 Days)	MINIMUM ORDER AMOUNT, IF ANY
YES ☐ NO ☐	OR _____% Discount in Net _____ Days	

PRINCIPALS AND KEY PERSONNEL
PRESIDENT / OWNER:
GENERAL MANAGER:
ACCOUNTING / ACCOUNTS RECEIVABLE MANAGER:
SALES MANAGER:

YEARS / MONTHS IN BUSINESS WITH PRESENT NAME:		NUMBER OF EMPLOYEES:	

COMPANY IS: ☐ MANUFACTURER OR PRODUCER, ☐ DISTRIBUTOR, ☐ WHOLESALER,
☐ RETAILER, ☐ CONSULTING, ☐ CONSTRUCTION, ☐ BROKER, ☐ SERVICE,
☐ OTHER: _____

BEAUMONT ISD– PURCHASING DEPARTMENT

Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Effective January 1, 2006, any person or entity who contracts or seeks to contract with BISD for the sale or purchase of property, goods, or services as well as agents of such persons, (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with BISD is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed:

· No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.

· The Vendor also shall file an updated questionnaire no later than September 1 of each year in which a covered transaction is pending, ***and*** the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

The Conflict of Interest Questionnaire may be downloaded from the Texas Ethics Commission's website at: http://www.ethics.state.tx.us/forms/CIQ.pdf

Completed forms should be sent to:

Beaumont Independent School District
Attn: Purchasing Department
3395 Harrison Avenue
Beaumont, Texas 77706

The Local Government Officers of the Beaumont Independent School District are:

Board of Trustees:	Robert C Dunn, President Woodrow Reece, Vice President Stacey Lewis, Jr., Secretary Joe A. Evans, Member Matilda Hickman, Member Denise Wallace-Spooner, Member Kevin Reece, Member
Superintendent:	Dr. Shannon Allen
Others:	Cheryl Hernandez, Peggy Haynes, Allen DeVault, and Beau Carroll

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law req ☐ that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

✉ REQUIRED FORM

Company Name: _____

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to nonresident bidders. This law provides that, in order to be awarded a contract as low bidder, nonresident bidders (out-of-State contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the State in which the nonresident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-State or nonresident bidders in order for your bid to meet specifications. The failure of out-of-State or nonresident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

☐ A. Nonresident vendors in _____ (give State), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the Statute is attached.

Nonresident vendors in _____ (give State), our principal place of business, are not required to underbid resident bidders.

☐ B. Our principal place of business or corporate offices are in the State of Texas.

BIDDER:

_____ By:

_____

(Please print)

_____ Signature: _____

_____ Title: _____

City State Zip (Please print)

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity

submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

By January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The Form 1295 will be completed by the awarded vendor upon notification by the District.

Please sign below agreeing that the authorized representative of your business will perform the requirements above.

_____ _____

Signature of Authorized Representative Date

Contract Identification Number: 23.06

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM

4.	**NON COLLUSIVE BIDDING CERTIFICATE & ACKNOWLEDGMENT**
	By submission of this Bid, the Vendor certifies that: (a) the Bid has been independently arrived at without collusion with any other vendor or with any competitor. (b) The Bid has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of Bids for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a Bid. (d) The person signing this Bid certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf. • I certify that the above information is true and correct. ☐ **YES**
5.	RESIDENT / NONRESIDENT CERTIFICATION
	• **RESIDENT VENDOR** - I certify that my company is a "resident vendor." ☐ **YES**
	• **NON RESIDENT VENDOR** - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor 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. If you qualify as a "nonresident vendor," you must furnish the following information: **Resident state address?** (The state in which your principal place of business is located.) **Street, City, State, Zip**:
6.	**FELONY CONVICTION NOTIFICATION**
	State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a Person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation. **Check the appropriate box and sign the form.**
	☐ 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:
	Name of Felon:
	Details of Conviction(s)

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM

7.	**ADDENDA ACKNOWLEDGEMENT**
	• If no amendments were received **then leave this blank or write N/A**. • If any amendments were received, Respondent acknowledges receipt of Addenda numbered _____ through _____ and has incorporated the provisions thereof into the Bid/Proposal.

8.	**RENEWAL OF CONTRACT**
	This contract will be effective, unless otherwise noted, for one (1) year with renewal options for THREE (3) additional one year periods (as stated in the terms and conditions), at the District's option and with the acceptance of the awarded vendor(s): In the event this Bid expires before another Bid is awarded, the vendor shall extend the contract on a month-to-month basis by mutual agreement.

9.	BID VALIDITY AGREEMENT		
	• Bid shall remain valid, pending award, through:	**YES** ☐ or	(date):
	• Prices & Discounts effective through	**YES** ☐ or	(date):
	• Prompt payment discount allowed: (% / Days)	**%**	**Days**

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

List any and all exceptions on a separate, attached sheet titled "exceptions."

THIS FORM MUST BE RETURNED WITH YOUR BID

✉ REQUIRED FORM

Debarment Statement

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

1) ARE NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

☐ Yes ☐ No

2) HAVE NOT within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Yes No

3) ARE NOT pre☐ly indicted for or otherwise criminall☐harged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in 34 CFR Part 85 Paragraph (2)(b)

☐ Yes ☐ No

4) HAVE NOT within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

☐ Yes ☐ No

_____ _____

Consultant Signature Date

_____ _____

Typed or Printed Name
Contractual Agreement No.23.06

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM

House Bill 89 VERIFICATION

I, _____, the undersigned representative of

_____ Company or Business name

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. **Does not boycott Israel currently; and**
2. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Beaumont Independent School District.**

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Senate Bill 252 Ch. 2252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Beaumont Independent School District's Purchasing Department.

_____ _____

_____

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM **EDGAR CERTIFICATIONS**

FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

The EDGAR Certifications ("Certification") is made a part of a contract ("Contract") between the Beaumont Independent School District ("Beaumont ISD" or "District") and the vendor ("Vendor"), where such contract and Vendor are referenced on the last page of these certifications. The following certifications and provisions are required and apply when Beaumont ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of these Certifications and the terms of the underlying Contract, the terms of these Certifications shall prevail.**

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

(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 Beaumont ISD expends federal funds, Beaumont ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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 effected and the basis for settlement. (All contracts in excess of $10,000)

1. **Termination for Cause:** Pursuant to Federal Rule (B) above, when Beaumont ISD expends federal funds, Beaumont ISD reserves the right to immediately terminate any contract 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.

2. **Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Beaumont ISD under the Contract for years subsequent to the current budget year may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

3. **Termination for Convenience:** Beaumont ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Beaumont ISD believes in its sole discretion that it is in the best interest of Beaumont ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Beaumont ISD shall compensate Vendor for any work performed and accepted and goods delivered and accepted by Beaumont ISD as of the termination date. Any award under this procurement process is not exclusive and Beaumont ISD reserves the right to purchase goods and/or services from other vendors when it is in Beaumont ISD's best interest.

_____Initials of Authorized Representative of Vendor _____

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

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

Initials of Authorized Representative of Vendor _____

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

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

Initials of Authorized Representative of Vendor _____

(E) 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 Beaumont ISD, Vendor certifies that during the term of an award for all contracts by Beaumont ISD 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.

Initials of Authorized Representative of Vendor _____

(F) 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 Beaumont ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Beaumont ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid 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 subrecipients shall certify and disclose accordingly.

Initials of Authorized Representative of Vendor _____

(G) Procurement of Recovered Materials — Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Initials of Authorized Representative of Vendor _____

II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Beaumont ISD 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 subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Initials of Authorized Representative of Vendor _____

III. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Initials of Authorized Representative of Vendor _____

IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Beaumont ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Initials of Authorized Representative of Vendor _____

V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Beaumont ISD 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 is in compliance with all applicable provisions of the Buy America Act.

Initials of Authorized Representative of Vendor _____

VI. 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.

Initials of Authorized Representative of Vendor _____

VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Beaumont ISD shall be bound by the foregoing terms and conditions.

Initials of Authorized Representative of Vendor _____

VIII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that it does not boycott energy companies and will not boycott energy companies during the term of the contract, required by Senate Bill 13.

Initials of Authorized Representative of Vendor _____

BY SIGNING BELOW, THE 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 Business Name: _____

Address, City, State, and Zip Code (Principal place of business): _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____ **Email Address:** _____

Signature of Authorized Representative: _____

Date: _____

Form Checklist

Form	Completed
Notice of No Response	
Certifications	
W-9	
Conflict of Interest	
Vendor Compliance to State Law	
Certificate of Interested Parties Agreement	
Non-Collusive Bidding Agreement	
Resident/Non-resident Certification	
Felony Conviction Notification	
Addenda Acknowledgement	
Renewal of Contract	
Bid Validity Agreement	
Debarment Statement	
HB 89 & SB 252 Certifications	
Simplified Acquisition Threshold Agreement	
Termination Agreement	
Rights to Inventions Agreement	
Clean Air Act and Federal Water Pollution Control Act	
Byrd Anti-Lobbying Amendment	
Solid Waste Disposal Act	
Records Retention	
Energy Policy and Conservation Act	
Equal Employment Statement	
Buy America Act Provision	
Certificate of Access to Records	
Senate Bill 13 Acknowledgment	
References	

REFERENCES

VENDOR REFERENCES

The Proposer is to submit three (3) references that have contracted with their company to provide like products and/or

EXHIBIT A

COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS

1. Please provide a description and brief history/background of your company. Included in this should be the number of years in business; list of owners; board of directors, if applicable; key company personnel; number of total employees (both company wide and those working out of the office, warehouse, or depot from where services for this contract will originate).

EXHIBIT B

CAMPUSES

Austin Early College High School
Beaumont United High School
Sallie Curtis Elementary School
Dishman Elementary School
Odom Academy
Regina-Howell Elementary School
Smith Middle School
West Brook Sr. High School