REQUEST FOR PROPOSAL

for

E-Rate Category 2
Network Equipment and Cabling

Beaumont Independent
School District

BISD

Preparing Our Next Generation

RFP # 23.11

FCC Form 470 # 230004568

DUE DATE: Friday, 02/23/2023, at 2:00 PM

CST

Beaumont Independent School District
Purchasing Department
Beau W. Carroll, Purchasing Agent
3395 Harrison Avenue, Beaumont, TX 77706 (409) 617-5041 Fax (409) 617-5175

LEGAL NOTICE
Invitation for Bid

01/10/2023

Notice is hereby given that the following **RFP 23.11** will be accepted by Beaumont Independent School District on or before ***Friday, February 23, 2023,*** no later than ***2:00 PM CST***.

Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud at the time/date listed above. Bidders are invited to attend the sealed bid opening.

Bid Number:	**23.11**
Bid Name:	***E-Rate Category 2 Network Equipment***
E-Procurement Site:	**https://kellogglic.bonfirehub.com/portal**
Bidders' Conference	**Monday, January 23, 2023, at 9:30 AM** Beaumont ISD Administration, Conference Room A 3395 Harrison Avenue Beaumont, TX 77706
BID OPENING:	**Friday, February 23, 2023, at 2:00 PM** Beaumont ISD Administration, Conference Room A 3395 Harrison Avenue Beaumont, Texas 77706

Questions. Any questions relating to these requirements must be posted online no later than 2:00 pm on Tuesday, January 23, 2023. **https://kellogglic.bonfirehub.com/portal**

The Beaumont Independent School District Board of Managers shall consider the proposal for the award at the ***March 2023*** Board Meeting in the Administration Building, 3395 Harrison Avenue, Beaumont, Texas.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE PROPOSAL.

Sincerely,

Beau W. Carroll
Purchasing Department
Beaumont Independent School District

Published: Beaumont Enterprise ***1/10/2023 and 01/17/2023***

SECTION 1: INSTRUCTIONS TO BIDDERS

1. **Bid Submission**

NOTE: THE BISD PURCHASING DEPARTMENT WILL NOT ACCEPT RESPONSIBILITY FOR BIDS THAT ARE NOT SUBMITTED ONLINE. https://kellogglle.bonfirehub.com/portal

Late bids will not be accepted.

All bids submitted in response to this invitation shall become the property of The Board and will be a matter of public record available for review after the evaluation and board action.

2. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this document will be posted on the e-procurement site, https://kellogglle.bonfirehub.com/portal. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than twenty-eight (28) days prior to the bid opening.

VENDORS WILL BE NOTIFIED OF ADDITIONAL INFORMATION/ADDENDA POSTINGS. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. ***Bid tabulations and administrative recommendations are based on the information requested in pricing schedule – Attachment A.***

3. **Signatures**

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. The Beaumont Independent School District Board of Managers (The Board) reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn online but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to The Board. Per E-Rate program rules, The Board will select the most cost-effective solution with price of E-Rate eligible goods and services as the primary factor. Unless otherwise specified in this document, The Board reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of The Board. Any bidder who is in default to The Board at the time of submittal of the bid shall have that bid rejected. The Board reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by The Board, shall be deemed non-responsive and the offer rejected.

In evaluating bids, The Board shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, The Board may conduct such investigation, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

The Board reserves the right to award this contract on the basis of **best value** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards, and/or to reject any or all bids.

A response to this document is an offer to contract with The Board based upon the terms, conditions, and specifications contained in the document. Bids do not become contracts unless and until they are executed by The Board, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the document, unless any of the terms and conditions is modified by a project Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

6. **Waiver of Subrogation**

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

7. **Fiscal Funding**

The Board is operated and funded on a July 1 to June 30 fiscal year; accordingly, the Beaumont Independent School District (BISD or District) reserves the right to terminate, without liability to the District, any contract

for which funding is not available.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

8. Bid Results

Bid results are not provided in response to telephone inquiries. A final tabulation will be available following bid award and will be available for review in the Purchasing Department.

This bid is subject to all legal requirements provided for in the Texas Education Code 21.901 and/or applicable state and federal statutes. Any bid after being opened becomes subject to the Open Records Act, Article 6252-17A VTCS.

9. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with BISD'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 BISD 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. BISD 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.

10. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included. The school district shall reserve the right to refuse and request pickup and replacement of any and all materials found to be inferior to the specifications as required in this

bid. VENDORS WHO CONSISTENTLY DELIVER INFERIOR GOODS AND/OR REFUSE TO PICK UP AND REPLACE INFERIOR GOODS WILL BE REMOVED FROM THE BIDDERS LIST AND NOT ALLOWED TO PARTICIPATE IN FUTURE BIDS.

11. Currency

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

12. 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.

13. Non-Participating Bidders

Non participating bidders may be eliminated from the bid list unless written notice is received by the district that such bidders wish to remain on the bid list for future bid mailings.

14. 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.

15. Felony Conviction Notice

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.)

16. 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.

17. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

18. Definitions

"BISD or District" – Beaumont Independent School District Beaumont, Texas.

"The Board" – Beaumont Independent School District Board of Managers, Beaumont, Texas

"Contractor" – The bidder whose bid is accepted by The Board.

SECTION 2: 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. Bid Submission

1.1 Bidding

All bids must be submitted online: https://kellogglc.bonfirehub.com/portal

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 submitted online on or before the specified time and date bids are due. The e-procurement system will not allow submission of late bids.

1.4 Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by deleting the submitted documents online. 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. The Board 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 The Board.

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 evaluation. 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. In compliance with E-Rate program rules, the Board will consider bids for the items listed in the bid specifications OR EQUIVALENT.

1.8 Alternates

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

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

The Board 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. Per E-Rate program rules, The Board will select the most cost-effective solution with price of E-Rate eligible goods and services as the primary factor. The Board reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Board 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 District. The Board 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. The Board 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 District. Following the bid evaluation, all bids submitted are available for public review.

2. 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 The Board purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 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 The Board. Instructions and training shall be at no additional cost to the District.

2.8 Storage

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

2.9 Compliance with Federal, State, District, and Local Laws

Bids must comply with all federal, state, 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 The Board or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 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 furnished 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 The Board for any and all damages that may be assessed against the District.

2.11 Patents and Copyrights

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

2.12 Samples, Demonstrations and Testing

At The Board'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.

2.13 Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by The Board. 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 otherwise agreed upon time, shall become the property of the 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.

2.14 Maintenance

Maintenance required for equipment bid should be available 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 The Board 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.

2.15 Liquidated Damages

For contracts involving construction, Owner and Contractor recognize that time is of the essence and the Owner will suffer financial loss if the work is not complete within the time specified, plus any extensions thereof allowed. If the Contractor fails to perform the Work within the specified time set forth in the proposal, the Owner and Contractor agree that as liquidated damages for delay in performance the Contractor shall pay the Owner in the amount stipulated below for each calendar day that expires after the proposed timeline after signing the Notice of Award where the Work is not complete and ready for Final Payment, the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor. The Owner has the option to enforce liquidated damages or to waive such damages. In order to recover liquidated damages, the Owner is under no obligation to prove the actual damages sustained by the Owner due to the Contractor's delay in performance. The parties agree that liquidated damages shall be computed according to the following schedule of one-thousand dollars ($1000) unless otherwise noted in the proposal, for each calendar day that completion of the work shall be delayed, inclusive of any applicable changes thereto.

2.16 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.

2.17 Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the 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 The Board. 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 the right to contact any bidder, at any time, to clarify, verify, or require information with regard to this bid.

(1) the purchase price of E-Rate eligible goods or services;
(2) the purchase price of non-E-Rate eligible goods or services;
(3) the reputation of the vendor and of the vendor's goods or services;
(4) the quality of the vendor's goods or services;
(5) the extent to which the goods or services meet the district's needs;
(6) the vendor's past relationship with the district;
(7) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
(8) the total long-term cost to the district to acquire the vendor's goods or services; and
(9) any other relevant factor specifically listed in the request for bids or proposals.

2.18 Scoring

The following criteria will be the base of the tabulation for this proposal

Price – E-Rate Eligible Recurring and One-Time Costs	35%
Price – Non-E-Rate Eligible Recurring and One-Time Costs	5%
Understanding of District Needs and Ability to Provide Services Required	20%
Prior Experience	15%
Vendor/Personnel Qualifications and Financial Stability	15%
Long term cost to the district	10%

3. Purchase Orders and Payment

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, packing slips, and related communication. The 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. Each invoice shall contain detailed itemization of each charge for products or services. 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 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.

E-mail to: invoices@bmtisd.com

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

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.

e) For E-Rate funded services, the invoice must clearly list the school site and address where products were installed or services delivered.

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 receipt and acceptance by the 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 District.

The District will pay for the requested goods and/or services as promptly as possible, but in any event, no later than sixty (60) 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 Force Majeure

If either District or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, flood, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

4. Contract

4.1 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 The Board, shall constitute a contract equally binding between the successful bidder and The Board.

4.2 Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of Notice of Award.**

4.3 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.

4.4 Price Re-determination

A price re-determination may be considered by The Board only at one-year anniversary dates (e.g. 12 months, 24 months) 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. The Board 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 District.

4.5 Termination

The Board 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 becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which The Board 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 The Board' 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. The Board reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that The Board shall not be liable to prosecution for damages in the event that The Board declares the bidder in default.

4.6 Conflict of Interest

Employees of the 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 District without disclosure.

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

4.7 Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless The Board 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 execution 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 The Board growing out of such injury or damages.

4.8 Interest by Public Officials

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

4.9 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.

4.10 INSURANCE:

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 $300,000 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. Minimum Combined Single Limit of $300,000 or $100,000/$300,000/$100,000.

d. Builders Risk
Equal to contract amount with BISD named as additional insured.

ALL CERTIFICATES SUBMITTED WITH BIDS WILL BE REVIEWED BY THE DISTRICT'S INSURANCE COMMITTEE. ANY DEVIATIONS OR DEFICIENCIES FOUND MAY BE CAUSE FOR THE REJECTION OF THE BID. ALL COVERAGE REQUIRED AT THE TIME OF THE AWARD OF CONTRACT MUST REMAIN IN FORCE DURING THE ENTIRE CONTRACT PERIOD. RENEWAL CERTIFICATES MUST BE RECEIVED PRIOR TO THE EXPIRATION DATE LISTED ON THE
ORIGINAL CERTIFICATE. These certificates must contain a provision that the Owner shall be notified thirty
(30) days before the cancellation of the insurance. **FAILURE TO SUBMIT INSURANCE CERTIFICATES WITH BID WILL BE CAUSE FOR THE REJECTION OF THE BID.**

4.11 Uniform Commercial Code

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

4.12 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.

4.13 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 The Board.

4.14 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.

4.15 Utilization of Minority Business Enterprises

It is the policy of the District that minority business enterprises and concerns shall have 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.

4.16 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 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.

4.17 Forms

Bidders must complete all forms contained within this bid document at the time of their bid submission.

SECTION 3: GENERAL INFORMATION

Purpose

Beaumont Independent School District (BISD) desires to receive and consider competitive contract proposals via RFP for **E-Rate Category 2 Network Equipment and Cabling**
Bidders are directed to review all specifications and forms requested on the e-procurement site:
https://kellogglc.bonfirehub.com/portal

The RFP contains the specifications and the requested format for vendor proposal submissions. If additional features, products or services are believed to be appropriate for the District operations, please propose them as options and include supporting justification and cost detail with your proposal submission.

BISD Background

The Beaumont Independent School District serves nearly 20,000 pre-kindergarten through twelfth-grade students in a diverse and growing district located in Jefferson County Texas. The district's 27 campuses include 2 High Schools, 1 Early College High School, 5 Middle Schools, 15 Elementary and Pre-K Schools, 1 Career and Technology Center, 1 Alternative School and 2 Discipline Alternative Education Program. For additional information about the District, including demographics and other facts and figures, please refer to the District's website at www.bmtisd.com.

Kellogg & Sovereign Consulting (K&S) Authorized.

BISD has engaged the services of K&S to assist with the E-Rate filings for the applicant. BISD has authorized K&S to act on its behalf regarding this procurement. K&S may request information directly from Proposer(s) as well as conduct the competitive bidding process on the e-procurement site, https://kellogglc.bonfirehub.com.

Inquiries, General Proposal Submission Instructions & Contract Award

Inquiries: Vendors shall make all inquiries online https://kellogglc.bonfirehub.com/portal. All inquiries shall be submitted on or before **Tuesday, January 24, 2023 @ 2:00pm CST.**

Any contact or attempt to contact any other employees of BISD that could be interpreted as being made for the purpose of securing privileged information or advantages in the RFP process will result in the immediate disqualification of the bidder.

Anticipated Contract Award: It is the intent of BISD to award contract no later than at the FeMarch, 2023 regularly scheduled meeting of The Board.

The District reserves the right to award a contract to a single or multiple vendors.

E-Rate Program Compliance

Vendors must comply with E-Rate program rules as set forth by the Federal Communications Commission (FCC) and administered by the Universal Service Administrative Company (USAC).

Disqualification – FCC Form 498 ID Status. If the bidder is under FCC red light status or does not have an FCC Form 498 ID (service provider identification number), the bidder may be disqualified by The District.

If at any time during the contract period the service provider is red lighted, debarred, or otherwise no longer eligible to participate in the E-Rate program, The District reserves the right to terminate the contract.

All responding vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN. https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

All responding vendors must be registered with the FCC and have a green light status.
https://apps.fcc.gov/cores/userLogin.do

General Schedule

The following is the current estimated schedule, as defined by BISD, and is subject to change at the sole discretion of BISD:

Action	Date(s)
RFP 23.11 Release Date and Newspaper AD	Tuesday, 01/10/2023 and 01/17/2023
Pre-Submittal Meeting & Site Walkthrough Administration Building – Conference Room A, 3395 Harrison Ave., Beaumont, TX 77706 Attendance is optional. Bidders accept their own risk regarding the COVID-19 pandemic in attending the bidders' conference. Bidders must check in at the main office and follow BISD procedures. Temperature may be taken and must be masked at all times.	Monday, 01/23/2023 9:30 AM CST
Final Date for Vendors to Submit Questions	Tuesday, 01/24/2023 2:00 PM CST
Addendum Submission	Wednesday, 01/25/2023
Submission Due Date/Public Bid Opening	Wednesday, 02/23/2023 2:00 PM CST
Final Vendor Selection/Contract Award	March 2023
Implementation Start Upon Receipt of Notice to Proceed	TBD

SECTION 4: SPECIFICATIONS

A. NETWORK SWITCHES

BISD is seeking proposals for the following network switches to include installation and configuration.

Proposals are requested for the make, model, part number as listed or equivalent.

Network Switches:	**Qty**
Aruba 6300M 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL661A) with power supplies and modules for proper operation or equivalent with all needed licensing for 5 years	100
Aruba 10G SFP+ to SFP+ 1m DAC Cable or equivalent	100
Installation, Configuration and Manufacturer Support	
Professional services required for installation and configuration	
Manufacturer recommended software support subscriptions	
25% Estimated Tariff for Manufacturer's Networking Equipment Manufactured Abroad	

B. ACCESS POINTS

BISD is seeking proposals for the following transceivers. Delivery only – do NOT include installation.

Proposals are requested for the make, model, part number as listed or equivalent.

Part Number	**Description**	**Qty**
AP-535	Aruba AP-535	50

C. CABLING AND RELATED COMPONENTS

The District is seeking bids for network cabling and racks for the school sites:

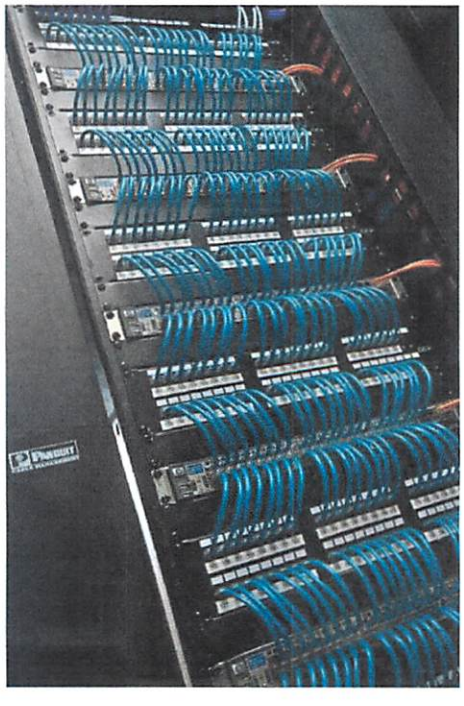
Proposals are requested for the make, model, part number as listed or equivalent.

Cabling Colors:
Data - Blue
Wireless – Orange
Cameras – Purple
Doors -Black

Racks: Standard 2 Post Open Rack

Bidders are to include

- Installation and configuration.
- Manufacturer standard warranty
- Completed installation should look similar to the picture to the right of this text.



Part Number	Description	Qty
CAT 6	Cat 6 Network Drops	53
	Single Mode Fiber Connections 1000 feet each and 2000 feet fiber and labor	13
CAT 6	Internal cat 6 Drops	200-300
	Professional services required for installation and configuration	
	25% Estimated Tariff for Manufacturer's Networking Equipment Manufactured Abroad	

School Sites

Products and services will be installed at the following locations.

*Non-Instructional Facilities

BISD technology personnel will work directly with the awarded bidder to determine exact locations for the awarded equipment.

Site	Entity	Address	City	ST	Zip
AMELIA ELEMENTARY SCHOOL	90081	565 Major Dr., 77707	BEAUMONT	TX	77707
BEAUMONT ISD EARLY COLLEGE H S	17017959	3410 Austin St., 77706	BEAUMONT	TX	77706
Beaumont United High School	200269	3443 Fannett Rd., 77705	BEAUMONT	TX	77705
BINGMAN PK	90070	5265 Kenneth Ave, 77705	BEAUMONT	TX	77705
BLANCHETTE EL	90063	2550 Sarah St, 77705	BEAUMONT	TX	77705
CALDWOOD EL	90083	102 Berkshire Ln, 77707	BEAUMONT	TX	77707
CHARLTON-POLLARD EL	16064366	1695 Irving St, 77701	BEAUMONT	TX	77701
CURTIS EL	90078	6225 N Circuit Dr., 77706	BEAUMONT	TX	77706
DISHMAN EL	196793	3475 Champions Dr, 77707	BEAUMONT	TX	77707
FEHL-PRICE EL	16064367	3350 Blanchette St, 77701	BEAUMONT	TX	77701
FLETCHER EL	90040	1055 Avenue F, 77701	BEAUMONT	TX	77701
GUESS EL	90089	8055 Voth Rd., 77708	BEAUMONT	TX	77708
HOMER DR EL	90085	8950 Homer Dr., 77708	BEAUMONT	TX	77708
JEFFERSON CO YOUTH ACAD	205181	5326 US-69	BEAUMONT	TX	77705
Jones-Clark Elementary School	16064364	3525 Cleveland St., 77703	BEAUMONT	TX	77703
LUCAS PK	16064368	1750 E Lucas Dr., 77703	BEAUMONT	TX	77703
M L KING MIDDLE	90050	1400 Avenue A, 77701	BEAUMONT	TX	77701
MARSHALL MIDDLE	90076	6455 Gladys Ave, 77706	BEAUMONT	TX	77706
MARTIN EL	90051	3500 Pine St, 77703	BEAUMONT	TX	77703
Odom Academy	90067	2550 W Virginia St., 77705	BEAUMONT	TX	77705
PATHWAYS LEARNING CTR	90053	2300 Victoria St, 77701	BEAUMONT	TX	77706
PAUL A BROWN ALT CENTER	205402	88 Jaguar Dr., 77706	BEAUMONT	TX	77706
PIETZSCH/MAC ARTHUR EL	90065	4301 Highland Ave, 77705	BEAUMONT	TX	77705
South Park Annex to Pietzsh/Mac	90065	4500 Highland Ave, 77705	BEAUMONT	TX	77705
REGINA HOWELL EL	90074	5850 Regina Ln, 77706	BEAUMONT	TX	77706
SMITH MIDDLE SCHOOL	90049	4415 Concord Dr, 77703	BEAUMONT	TX	77703
Taylor Career Center (PIT)	90043	2330 North St., 77702	BEAUMONT	TX	77702
VINCENT MIDDLE	90082	350 Eldridge St., 77707	BEAUMONT	TX	77707
WEST BROOK SR H S	90080	8750 Phelan Blvd, 77706	BEAUMONT	TX	77706
BISD Hickman Agriculture Facility	17023378	6150 N Keith Rd., 77713	BEAUMONT	TX	77713
Administration Building*	16022685	3395 Harrison Ave, 77706	BEAUMONT	TX	77706
Administrative Annex Building*	16022687	4315 Concord, 77703	BEAUMONT	TX	77703
Carrol A "Butch" Thomas Educ Support Center*	16058229	5250 Bayou Willow Pkwy, 77705	BEAUMONT	TX	77705
Howard J Trahan Center*	16077430	1025 Woodrow Ave., 77705	BEAUMONT	TX	77705
Maintenance & Operations*	16022712	1650 Caldwell Ave., 77703	BEAUMONT	TX	77703
Transportation*	16022713	3255 Milam St., 77701	BEAUMONT	TX	77701

Description of Proposal

Respondent will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail District may find useful or necessary (or could differentiate the solution from a competing proposal).

Timeline and Contract Term

Products and services requested are for the E-Rate funding year 2023. The term of the contract shall commence on or after July 1, 2023 and shall terminate on (a) June 30, 2024 for recurring services or (b) September 30, 2024 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD (Schools and Libraries Division of the Universal Service Administrative Company) authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. The agreement may be extended annually and voluntarily by mutual written ratification up to a total of four (4) renewals.

Site and Service Substitutions

The District hereby provides notice to all interested vendors that site and/or service substitutions may be necessary during the term of the contract. Any agreement signed as a result of this RFP should contemplate the possibility of the District changing products or services within the guidelines set forth by the FCC. All vendors are also hereby provided notice that the District may add new locations to its network during the life of the contract, and existing sites may move or close. The contract(s) entered into as a result of this RFP should allow for said site/service substitutions. Vendors are to describe their process for amending the contract to accommodate site/service substitutions during the contract term

Proposal Acceptance

BISD reserves the right to accept some, all or none of the items included in the proposal. Notification of bid acceptance or bid rejection will be provided at the discretion of BISD.

Cost Allocation

Bidders must clearly separate E-Rate eligible costs from ineligible costs.

Contracts

Bidders must include a contract or legally binding agreement in response to this RFP with signature block for both service provider and BISD. The agreement should be provided in form only and will not be completed and executed until after bids are awarded by BISD and negotiations completed as applicable. Quotes are not considered a legally binding agreement.

Required Notice to Proceed and Funding Availability

The implementation of any associated contracts resulting from this competitive bid process will be dependent on BISD's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. BISD will have the right to allow the contract to expire without implementation if appropriate funding does not become available.

Bids for Category Two Products and Services

- Bids should meet industry standards and comply with applicable local, state and federal codes and regulations. For example, network wiring/cabling should meet or exceed EIA/TIA standards and national Electrical code standards.
- Equipment should be properly configured, installed and tested.
- Include all items necessary for equipment to be fully operational including necessary cabling, connectors, components, installation, configuration, travel, per diem, and any other applicable fees.
- All installed equipment and cabling should be labeled.
- In addition to standard labeling (i.e. patch panels labeled with cable number), equipment should be labeled with E-Rate information as follows:

  Funding Request Number (FRN)
  Form 471 Application Number
  Purchase Order Number
  Installation Date

- Bids for ON-SITE maintenance services must include the quantity, make, and model number of all E-Rate eligible equipment to be maintained.
- Bids for managed internal broadband services must specify whether or not the equipment is owned by the applicant

or the provider

- Bidders must include a statement of work (SOW)
- Bids for new equipment should include standard manufacturer's warranty (up to three years)
- Bids for firewall appliances or firewall services must clearly cost allocate the ineligible portion.
- The value of any free products and/or services must be deducted from the cost of the proposal.
- Bids should include installation and configuration unless otherwise noted
- Bids should clearly describe all costs including installation, configuration, shipping and handling charges on a per site basis unless otherwise noted.

E-Rate Invoicing Requirements.

Invoices for E-Rate funded products or services must

- clearly indicate the school site where each item is installed.
- provide total E-Rate discount amount to be billed to USAC
- provide total non-discount amount billed to BISD

E-Rate Category Two Budget Requirements

During the E-Rate application process and prior to issuance of E-Rate funding, BISD may need to make changes to the quantities and items selected in order to stay within their category two budgets. BISD may contact the awarded bidder to adjust quantities in order to meet the Category 2 budget.

The selected service provider is expected to respond timely with revised proposals and contracts for BISD to ensure that the selected products and services are at or below BISD's budget cap. The selected service provider will need to provide all information necessary regarding reduction in quantities and associated installation, configuration, shipping and handling charges.

Documentation and Audit Compliance

- Service provider shall provide all warranty and product documentation related to products or services sold to the applicant.
- Service provider shall retain all documentation related to the purchase and payment, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of TEN years from the last date of service.
- If the applicant is audited by the Administrator of the program, the service provider shall fully cooperate with the applicant to provide any documentation related to the provision of discounted products and services as requested.

Equipment Delivery

The selected service provider will be responsible for making necessary arrangements for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.

Warranty

The Bidder must guarantee all of the installation work to be performed and materials to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date of final acceptance of the completed work. The Bidder shall, at their own expense and without cost to The District and within a reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Bidder to the satisfaction of The District and at no additionalcost.

References

Bidder must provide a minimum of three (3) references from current or recent customers with projects equivalent to the size of the District (K-12 school districts within the state of TX are preferred) who can attest to their receipt of high-quality, affordable solutions and exemplary ongoing service.

SECTION 5 – E-RATE REQUIREMENTS

Proposal Requirement

1. **E-Rate Program Compliance.** The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products, and services, internal connection products, services, and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the number of students receiving free and reduced-priced meals.

   Service providers (bidders) must comply with E-Rate program rules as set forth by the Federal Communications Commission (FCC) and administered by the Universal Service Administrative Company (USAC).

Disqualification – FCC Form 498 ID Status. If the bidder is under FCC red light status or does not have an FCC Form 498 ID (service provider identification number), the bidder may be disqualified by the applicant school or library.

If at any time during the contract period the service provider is red lighted, debarred, or otherwise no longer eligible to participate in the E-Rate program, the applicant reserves the right to terminate the contract.

2. **Kellogg & Sovereign® Consulting (K&S) authorized.**
   The applicant has engaged the services of K&S to assist with the E-Rate filings for the applicant. The applicant has authorized K&S to act on its behalf regarding this procurement. K&S may request information directly from Proposer(s) as well as conduct the competitive bidding process on the e-procurement site, https://kellogglc.bonfirehub.com.

3. **Equivalent products and services.** Proposals are requested for the specified manufacturer, part, model number OR EQUIVALENT.

4. **Timeline.** Bidder must include a project timeline. Preference is given to responses with a service start of July 1, 2023. If the awarded bidder is not the incumbent provider, transition of service must be completed by the later of July 1, 2023, or the contract expiration date associated with the services currently under contract.

5. **All Costs.** Pricing proposed by the bidder must include all costs. All costs include special construction or non-recurring charges (NRC) required by the service provider to provide the product or service and all monthly recurring charges (MRC) including estimated surcharges and fees. Price increases will not be allowed during the term quoted. Prices may be lowered based on market conditions.

6. **Cost Allocation**. Bidders must clearly separate E-Rate eligible costs from ineligible costs.

7. **Contracts**. Bidders for services other than the tariff or month-to-month arrangements, must include a contract or legally binding agreement in response to this RFP with a signature block for both service provider and applicant. The agreement should be provided in form only and will not be completed and executed until after bids are awarded by the applicant and negotiations completed as applicable. *Quotesare not considered a legally binding*

agreement.

8. **Contract Terms.** Bidder must clearly define contract terms for all pricing submitted. The district may consider multi-year contracts featuring voluntary renewals. The initial term should include the period July 1, 2023 – June 30, 2024, for recurring services. The applicant may consider voluntary terms to purchase products and services from the contract awarded from this RFP over an extended period through June 30, 2028.

   The applicant will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E- Rate "program year" or an extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission (FCC) and/or the Universal Service Administrative Company (USAC).

9. **Required Notice to Proceed and Funding Availability.** The applicant will follow the purchasing policies of their governing board and requirements and procedures of the FCC's E-Rate program as administered by USAC to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the applicant's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. The applicant will have the right to allow the contract to expire without implementation if appropriate funding does not become available.

10. **Broadband data services.** Bidders for broadband data services (e.g. Internet Access, wide area network connections) must comply with the following:

    10a. Bandwidth Range. If the applicant specifies a bandwidth range for broadband data services, the service provider may propose incremental pricing for the bandwidth levels specified or the next highest bandwidth level at the service provider's standard bandwidth level offerings.

    10b. Site and Service Substitutions. The applicant may need to add, remove or move sites as well as increase or decrease bandwidth levels during the contract term. Accordingly, bid responses should address allowances for site and service substitutions during the contract term.

    10c. Network Diagram. Bidders for broadband data services may be requested to provide a network diagram displaying the paths to be used to serve the specified site.
    10d. Service Level Agreement. Bidders for broadband data services shall provide a proposed Service Level Agreement (SLA) with the bid response. The proposal must include a description of the following services and how these services will be measured.

    - Network Availability: the provider will make all reasonable efforts to ensure [99.9-99.99]% network availability of each circuit.
    - Internet and Operations proposals only: Frame/packet loss Commitment
    - Internet and Operations proposals only: Network Latency Commitment
    - Internet and Operations proposals only: Network Jitter Commitment
    - There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

    In addition to the required services, the proposal may include the following:

    - Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
    - Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact

service provider by defined method with a response based on trouble level. Upon contact from the Customer, the service provider's support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the Customer.
- Measurement: stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts the service provider and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for the proposed service in the Customer's geographic area.

10e. Broadband services demarcation. All solutions must terminate service or infrastructure to an existing network closet inside of the site specified. Solutions bringing service to the property line but not inside of the demarcation address are not acceptable.

10f. Special Construction Special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components: (1) construction of network facilities; (2) design and engineering; and (3) project management.

Bidders for special construction should provide or be prepared to promptly provide the following information:

- A map file of the proposed fiber route in KMZ of ISON format
- The average cost per foot of fiber including detailed breakout of costs for aerial fiber, buried fiber, and buried fiber in conduit:
    - Fiber material (fiber cable)
    - Fiber placement (placing or pulling fiber through conduit, attaching fiber to poles, placing fiber cables in the ground)
    - Buried Conduit (direct bury installations conduit)
    - Trenching (cost of digging trench, cost of machinery needed, permitting cost)
    - Structure Material (conduit, handholes, vaults, markers)
    - Structure Placement (labor and permitting for placement of all structure materials)
    - Pole Make Ready (enhancement needed on carrier owned poles such as addition of guy or anchor or clearing)
    - The cost per foot of outside plant materials (conduit, handholes, aerial make ready materials)
    - The cost per foot of outside plant (trenching, handhole and marker installation, installation of aerial make-ready materials)
- Cost allocation detail for fiber strands that will not be placed in service for the exclusive use of the applicant by June 30 of the Erate program year.

10g. Special Construction installment plan. The applicant may request that bidders allow for the non-discount share of special construction charges to be paid in installments up to four years from the first day of the relevant funding year. Bidders are not required to offer installment payments, but if they choose to do so they must disclose the material terms, including the interest rate and terms of the payment plan, in their bid submission.
10h. Special Construction Amortization Non-recurring capital costs must be amortized over a period of three years for charges of $500,000 or greater.

11. Documentation and Audit Compliance.

- Service provider shall provide all warranty and product documentation related to products or services sold to the applicant.
- Service provider shall retain all documentation related to the purchase and payment, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of TEN years from the last date of service.
- If the applicant is audited by the Administrator of the program, the service provider shall fully cooperate with the applicant to provide any documentation related to the provision of discounted products and services as requested.
- The service provider and/or applicant is solely responsible for verifying the accuracy of information submitted to Kellogg & Sovereign® Consulting (K&S). K&S disclaims and makes no warranty, express or implied, nor assumes any legal liability or responsibility for the validity, accuracy, correctness, or completeness of any information that is provided by the service provider or applicant to K&S.
- By submitting bids for K&S client schools & libraries, the service provider agrees and understands that K&S will forward the information to USAC, and the service provider is responsible for verifying the accuracy of information submitted to K&S.
- Kellogg & Sovereign® Consulting shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses (even if K&S has been advised of the possibility of such damages), resulting from the service provider's non-response or incomplete response and/or the service provider's inaccurate, invalid, incorrect, or incomplete provision of information.

SPECIAL NOTE: It is the expectation of Beaumont Independent School District that any respondent to this solicitation familiarize themselves with the impact that any as yet unknown tariff(s) imposed upon particular manufacturer's products and are appropriately accounted for in the respondent's fee proposal. BEAU ISD presumes a 25% tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including any mutually agreed upon extensions). PLEASE INCLUDE THIS 25% TARIFF AS A SEPARATE LINE ITEM WHEN COMPLETING THE PRICING ATTACHMENT AS PRESENTED. It is also the expectation of Beaumont Independent School District that should the presumed tariff be LESS than 25% or not ultimately be imposed upon the manufacturer's product, the cost saving will be passed along to BEAU ISD and, in turn, the FCC's E-Rate program as well. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than 25% at the time of purchase, BEAU ISD will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoicing.

VENDOR REGISTRATION

The **Vendor Registration** can be found at https://kellogglic.bonfirehub.com/login
Help video: https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-

Registration steps:
Enter your organization name, email and password to create your account.
Once an account is created you will need to provide:

- Contact information
- SPIN – Form 498 ID. https://slweb.usac.org/Spin/Search
- FCCRN – FCC registration number. https://apps.fcc.gov/cores/userLogin.do

COMMODITY CODES:
KSLLC will be using the following UNSPSC Codes (classifications) for RHC or E-Rate eligible services. Note that when you are entering UNSPSC Codes, Bonfire leaves off the zeroes. For example, 83112200 is 831122. Additionally, the higher-level code is used in some cases instead of listing all the individual codes. For example, 4322 is the commodity code used instead of the code specifically for routers, antennas or network switches.

INTERNET ACCESS
81112101-Internet Service Providers (ISP – all modes of Internet delivery)

TELECOMMUNICATIONS SERVICES
831122-Enhanced Telecommunication Services (non-fiber broadband data connections including T1, DS3, SMDS, DSL and cable modem)
831123-Fiber Telecommunication Services (Lit Fiber broadband data connections)
83112301-Dark Fiber (dark fiber broadband data connections)
26121616-Telecommunications Cable (self-provisioned broadband networks)

NETWORK EQUIPMENT, MAINTENANCE, MANAGED SERVICES:
2612-Electrical wire & cable & harness (network cabling)
39121011-Uninterruptible Power Supplies (UPS equipment)
4322-Network Equipment (network switches, routers, antennas)
43222607-Cache Engine Equipment or Service (Caching equipment or caching service)
43223108-Wireless access network equipment and components (access points, controllers)
43222501-Firewall Network Security (Firewall appliance or firewall service)
4323-Operating Software (operating software)
43231512-License Software (software license required for operation of eligible equipment)
43223306-Network System cabinet or enclosure
43223308-Network system equipment rack
811118-Computer Services (Erate Managed Internal Broadband Services, RHC network monitoring)
81111803-Local Area Network LAN maintenance or support

ATTACHMENT A – PRICING SCHEDULE

Name of Company: _____

FCC Form 498 ID (SPIN)[1]: _____

FCC Registration Number[2]: _____

Name of Applicant: BEAUMONT INDEPENDENT SCHOOL DISTRICT (BEN 141397)

Form 470# 230004568– RFP # 23.11 E-Rate Category 2 Equipment and Cabling

Pricing submitted by: _____

Signature acknowledges review of the e-bidding program for the issuance of any related addenda:

Signature: _____

Title: _____ Date: _____

Complete the pricing schedule on the next page.

Please also attach separate schedule for pricing options for manufacturer recommended software subscriptions for downloads and fixes and other items not specifically listed above.

[1] https://slweb.usac.org/Spin/Search

[2] https://apps.fcc.gov/coresWeb/publicHome.do

PRICING TABLE – COMPLETE AND RETURN WITH YOUR PROPOSAL (Attach additional pages as needed)

A. NETWORK SWITCHES

Items Requested OR Equivalent:	Qty	Description	Make	Model	Unit Cost	Extended Cost
Aruba 6300M 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL661A) with power supplies and modules for proper operation or equivalent with all needed licensing for 5 years	100					
Aruba 10G SFP+ to SFP+ 1m DAC Cable or equivalent	100					
Module						
Transceiver						
Operating License – 5 Years						
Installation and configuration						
Manufacturer recommended software support subscriptions						
25% Estimated Tariff for Manufacturer's Networking Equipment Manufactured Abroad						
		TOTAL SWITCHES				

B. TRANSCEIVERS

Items Requested OR Equivalent	Qty	Description	Make	Model	Unit Cost	Extended Cost
Aruba AP-535 Access Points	50					
Operating License – 5 Years	50					
Installation and configuration						
Manufacturer recommended software support subscriptions						
25% Estimated Tariff for Manufacturer's Networking Equipment Manufactured Abroad						
		TOTAL Access Points				

C. CABLING AND RACKS

Items Requested OR Equivalent	Qty	Description	Make	Model	Unit Cost	Extended Cost
25% Estimated Tariff for Manufacturer's Networking Equipment Manufactured Abroad						
		TOTAL Cabling				

ATTACHMENT B
Certifications, Experience & References

Name of Company: _____

Address of principal location: _____

Phone: _____ Fax: _____

FCC Form 498 ID (SPIN)[3]: _____

FCC Registration Number[4]: _____

Responsible contact personnel:

Name	Phone	Email

How many years has your company been in business in its current capacity?_____

How many years has your organization been in business under its present name? _____

Under what other or former names has your company operated? _____

_____

During the last five (5) years, has the Vendor been barred, suspended or otherwise prohibited from participating in the Federal Communication Commission E-Rate (Schools & Libraries) or Rural Health Care Programs?

Yes:_____ No: _____

Does the Vendor's FCC Registration Number have RED light status? Yes:_____ No:_____

Attach a printout of your FCC Registration Number red or green light status from the FCC's Red Light Display System (RLDS)[5]

During the last five (5) years, has the Vendor been a party to a lawsuit involving any existing or prior contracts as it relates to services performed or not performed?

Yes:_____ No: _____

If the Vendor responds yes to any of the prior three questions, please provide information concerning the investigation/lawsuit/government action as an attachment to this form.

If the Vendor responded yes to the last question, please provide information pertaining to any monetary damages or exchange of property or

[3] https://slweb.usac.org/Spin/Search
[4] https://apps.fcc.gov/coresWeb/publicHome.do
[5] ibid

services and the state in which the lawsuit was filed.

Experience:

Vendor shall provide a list of three (3) projects of similar type, size and complexity. State project (customer) name, description of work, dollar value, public entity, yes or no, and date using the format below. Projects listed must have been performed within the last five (5) years. Please include additional information with proposal if available.

Project Name	Description of Work	Dollar Value	Public Entity Yes or No	Date

References:

Proposal shall provide three (3) references from company owners or management personnel from projects listed above. There must be at least one (1) reference for each project listed.

REFERENCE #1	
Company Name	
Project Name	
Contact Person Name	
Title	
Email	
Phone	
REFERENCE #2	
Company Name	
Project Name	
Contact Person Name	
Title	
Email	
Phone	

REFERENCE #3	
Company Name	
Project Name	
Contact Person Name	
Title	
Email	
Phone	

Certifications:

Employees' certifications pertaining to work are to be included in submittal.

AUTHORIZED BY:

Signature Date

Printed Name Title

ATTACHMENT C
VENDOR FORMS

NOTICE OF NO RESPONSE

Dear Vendor:

Returning a **NOTICE OF NO RESPONSE** means that you are choosing not to participate in this proposal and Beaumont ISD will not be able to make purchases from your company during the term of this contract. If your company is submitting a proposal no further action is required. Please complete this form and return it prior to the proposal opening date if:

(check box)

☐ 1. I am bidding on the current proposal and would like to receive future proposals for this same category of products and/or services

☐ 2. The products/service we represent should be listed in **ANOTHER** category.
SPECIFY: _____

☐ 3. We wish to be removed from the Vendor list for the reason listed below.

EXPLANATION: _____

_____

BID NO:
BID NAME:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ FAX: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Thank you for your assistance.

THIS FORM MUST BE RETURNED WITH YOUR BID

REQUIRED FORM

CERTIFICATIONS

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN BID DISQUALIFICATION.

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: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

Required Form – Taxpayer Identification. Download from https://www.irs.gov/pub/irs-pdf/fw9.pdf

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

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

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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-INT (interest earned or paid)
- 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.*

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
Or faxed to: (409) 617-5175

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

Board of Managers:	Joe Domino, President A. B. Bernard, Vice President Vernice Monroe, Secretary Mitch Templeton, Member Angela Corbin Bransford, Member
Superintendent:	Dr. John W. Frossard
Others:	The local government officers also include any administrator who works for the district or any employee who is in a decision-making position to influence the services/products provided to the district.

REQUIRED FORM

Company Name: _____

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 requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

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: _____

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 (Not Applicable)**

This contract will be effective, unless otherwise noted, for one (1) year with renewal options for TWO (2) 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 presently indicted for or otherwise criminally charged 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.

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

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

This EDGAR Certifications addendum ("Addendum") 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 this Addendum. 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 this Addendum and the terms of the underlying Contract, the terms of this Addendum 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

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: _____

Vendor 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	
Subcontractors Agreement	