

KLEIN INDEPENDENT SCHOOL DISTRICT E-RATE PROPOSAL

1.0 PROPOSAL NUMBER #12-214 E-Rate Priority Two Services

December 16, 2011

Prospective proposer:

The Klein Independent School District is accepting proposals for E-Rate Priority Two Services at Nitsch Elementary and Klein Forest High School. Attached is a copy of the proposal specifications. Proposals should be submitted to the address below:

Mr. Douglas W. Wilson, Purchasing Director
Klein Independent School District
7200 Spring-Cypress Road
Klein, Texas 77379-3299

Please mark the envelope: **Sealed Proposal: #12-214 Priority Two Services at Nitsch Elementary and Klein Forest High School.**

Original proposal documents will be received until 2:00 pm, January 23, 2012, at which time only the proposer's company name will be publicly read in the room 220 of the central office building. Facsimiles will not be accepted. Any proposals received thereafter will not be considered and returned to the proposer unopened. Any changes or request for changes in the specifications will not be recognized after the sealed proposals are submitted. Klein Independent School District reserves the right to postpone, to accept or reject any or all proposals as it deems to be in its best interest and to waive formalities and reasonable irregularities in the proposals offered. For additional information, contact Mrs. Candace Threadgill, 832-249-4404 or cthreadgill1@kleinisd.net.

Sincerely,

Douglas W. Wilson

Douglas W. Wilson

Purchasing Director, Purchasing Department

2.0.0 Intent and Purpose Erate Application 470 # - 863030000942716

Klein Independent School District, hereinafter referred to as Klein ISD or “the district”, is issuing this Request for Competitive Sealed Proposal (CSP) to obtain competitive proposals from qualified vendors to provide Priority Two services. Services include the removal and replacement and/or additions of fiber runs to two Klein ISD campuses, Klein Forest High School and Nitsch Elementary. The district will contract with the successful vendor for services eligible under the “Internal Connections” category of the Erate program. Vendors including components that are not considered eligible under the Erate Eligible List, are responsible for detailing a cost breakout of the amount of ineligible services being proposed and billed.

The award to this contract will result in a Form 471 submission to the Schools and Libraries Division of USAC. It is the intention of the Klein Independent School District to award a bid for Technology Equipment Additions and Replacement, Section I. If it is in the best interest of the Klein ISD the bid will be awarded to multiple vendors. This bid will encompass additional and replacement of technology equipment at the following campuses:

Nitsch Elementary

Klein Forest High School

3.0.0 Technical Specifications

3.1.0 Fiber Replacement at Klein Forest High School (KFHS)

- Remove and replace existing 62.5micron fiber at KFHS with 50micron Multi Mode fiber. There are 20 closets with an average distance of 1000 ft. per closet.

3.1.1 Fiber Replacement at Nitsch Elementary

- New Single Mode fiber at Nitsch from the MDF to IDF 3000. The closets are 150ft apart.

3.1.2 Scope of Work

Fiber Optic Patch Panels

The enclosures used shall provide termination panels for SC type connectors and be of sufficient size and capacity to terminate 110% of the fiber count of the inside of outside fiber optic cables. Patch panels must be 19" rack mountable. Provide all termination accessories, fiber patch cords, enclosures and test for a complete fiber optic distribution system.

1. Approved Products (for MDF/IDF locations):
 - MDF Fiber Termination Units:
2. Provide 4RU enclosures as required to accommodate larger fiber counts.
 - Corning #CCH-04U
 - IOF Fiber Termination Units:
3. Provide a 1 RU fiber optic enclosure as designated on the project drawings:
 - Corning #CCH-01 U
4. Provide SC adapters panels for all ports on unit, 6 pack duplex SC panels.
 - Corning #CCH-CP12-E7 - Multimode
 - Corning #CCH-CP12-59 – single-mode

5. Provide (2) duplex fiber patch cords for every (2) strands of fiber installed, (1) for each end of fiber installed for the connection of the owner provided network equipment.
 - 10' Multimode 50um fiber patch cables as manufactured by corning.
6. Verify connector types with owner prior to purchase.
 - 10' Single-mode fiber patch cables as manufactured by corning.
7. Verify connector types with owner prior to purchase.
 - Provide new panels for IDF locations as well as new panels required at all MDF locations.

Fiber Optic Cable

A. Fiber Optic Cable shall be UL listed type OFNP (Optical Fiber Non-Conductive Plenum). No premise fiber shall be constructed of any conductive material:

1. Multimode:

- Fiber optic cable on the project shall be 50um micron multi-mode fibers, each with a color-coded PVC tight buffer shall have a maximum attenuation of 3.5 dB/km at 850 nm and 1.5 dB/km at 1300 nm. Minimum bandwidth shall be 2000 MHz/km at 850 nm and 500 MHz/km at 1300 nm and contain no metallic elements. All multimode fiber installed on the project must be Bend Insensitive Fiber
- Indoor/Outdoor Interlocking Armor Plenum Products:
- All 12-strand 50um, indoor, outdoor, plenum rated interlocking armored jacket shall be utilized as specified on Technology Plans shall be Corning Part Number 012T8P-31180-A3

2. Single-mode:

- All 12-strand Single-mode, indoor, outdoor, plenum rated interlocking armored shall be utilized as specified on Technology Plans shall be Corning Part Number 012E8P-31131-A3
3. All non-armored fiber optic cable shall be installed in 1" innerduct throughout the entire run. Innerduct to be rated for the space in which it is installed in.
 4. No fusion or mechanical splices will be allowed at any point in the fiber optic runs, unless specifically noted otherwise.
 - Connectors: Optical Fiber Connectors shall be SC type connectors.
 - Approved Products:
 - Corning SC UniCam Connector #95-050-41 (for all multimode terminations)
 - Corning SC UniCam Connector #95-050-40 (for all single-mode terminations)

Part numbers may be substituted for a comparable manufacturer

4.0.0 Management

4.1.0 The awarded vendor must comply with all of the General Terms and Conditions (Appendix E)

4.2.0 Experience in the Industry (Appendix B)

In addition to meeting all other requirements of this CSP, to be considered responsive to the CSP requirements, all respondents shall furnish verifiable evidence that their organizations and personnel have operated in the Network Infrastructure industry for a minimum of three (3) years.

4.3.0 Vendor Contacts (Appendix C)

Identify and provide contact information for the following individuals who will act as contacts for Klein ISD:

The sales representative/account manager responsible for the sale

The corporate executive who has the authority to negotiate for and bind the company if the contract is awarded

4.4.0 Vendor Reference Accounts (Appendix D)

The vendor must be able to demonstrate an established, successful track record for past performance in providing products closely related to the requirements specified in this CSP. Klein ISD reserves the right to visit the vendor site or other agreed upon sites to witness a functional demonstration of the proposed service.

Provide reference accounts showing company experience in receiving contracts for the delivery of Network Equipment and Services to at least three other sites, preferably school districts. At a minimum, the references must be using the vendor's proposed service.

Information should include the school district name, address, FAX number, telephone number, and the name of the person to contact. Purchases should have been completed within the last three years.

Vendors should supply their most recent annual report and financial statement including their balance sheet and income statement.

4.5.0 Management Timeline

The following is the required schedule of events for this project. All tasks and associated schedules in italicized text are subject to change based on the CSP responses and evaluation process.

Release of CSP to Vendors	December 16, 2011
CSP Opening	January 23, 2012
<i>Contract Award</i>	February 17, 2012
Contract Review/ Legal/Signed	February 17, 2012
Project Start-Up	July 1, 2012

5.0.0 Pricing

Item	Description	Model #	Quantity	Unit Price	Extended Price (Unit Price X Qty)	Installation Price	Total Price
a.	Klein Forest High School Fiber	1000' MM	20				
b.	Nitsch Elementary	150' SM	1				

6.0.0 Vendor Selection Criteria

Basis of Award

An Evaluation Committee has been appointed to review all responses to the CSP. The Evaluation Committee will award points to each responsive proposal based vendor responses and recorded on the Evaluation Checklist Form found in Appendix B of this CSP. Vendor scoring will be computed using the Best Score Formula to arrive at the vendor's Best Score. The Best Score will be used to identify the vendors submitting the top three proposals from all proposals received. Klein ISD reserves the right to ask these vendors to provide a product overview and/or product demonstration that will be used as a final criteria for determining the awarded vendor.

The calculations used to determine Best Score are computed as follows:

$$\text{Best Score (Final Score)} = \text{Technical Score} + \text{Management Score} + \text{Price Score}$$

The following table defines the major sections defined in the Evaluation Process:

Section	Weight Value
3.0 Technical and Price	20 pts
4.0 Management and Value added to Klein ISD	30 pts
5.0 Price	50 pts
Vendor Total	100 pts

Appendix A

TECHNOLOGY GENERAL NOTES

1. Structured cabling system (SCS) installer is responsible for any necessary conduit, sleeves, and protective bushings required to install their respective system.
2. Contractor shall coordinate with Klein ISD information technology (IT) department prior to the installation of racks and rack equipment. No racks shall be permanently installed without written approval of the proposed locations.
3. The selected, installing contractor must be a certified integrator/installer authorized by the specified system manufacturer to install the cable plant and connectivity products. The contractor must provide the SCS solution that they are certified to install and that SCS solution must be Hubbell or Klein ISD IT preapproved equivalent SCS solution.
4. SCS solution and cable combination must be Hubbell products or pre-approved equivalent and provide a minimum manufacturer's 25-year mission critical warranty for data infrastructure cable and terminations.
5. System wiring terminations and equipment installation shall be in accordance with good engineering practices as established by ANSI/EIA/TIA, BICSI, and the NEC.
6. All wiring shall meet all state and local electrical codes.
7. All systems equipment and mounting locations shall be in compliance with ADA accessibility standards.
8. All industry standard category 6 cabling practices must be followed for the entire SCS. All data cable terminations shall follow standard t568b (or t568a if pre-existing) and the standards shall not be used interchangeably within one facility or campus.
9. The SCS installer shall maintain separations from all other systems installed in the same space.
10. Always cross other system cables at a 90 degree angle.
11. All cables and termination components shall be machine labeled at both ends. Label all cables per district/campus/closet specifications. Final cable/outlet identification labels shall be coordinated with Klein ISD IT.
12. Contractor is to provide lightning protection on all communication cable between buildings.
13. All exposed cabling routed in plenum shall be plenum-rated. All non plenum-rated cabling installed in plenum spaces shall be installed in conduit.
14. No termination or splices shall be installed in or above ceilings unless noted otherwise.
15. System installer shall provide and install all sleeves required to install communication cabling through rated walls. All technology system conduit sleeves shall have protective bushing on both ends, be dedicated for technology systems only and shall not share with other building trades.
16. System installer shall maintain wall rating with proper fire blocking methods.
17. System installer shall route all fiber and copper premise and tie cables down corridors; perpendicular and parallel to building walls. Pathways into each room shall enter into the rooms above the main doorway.

18. All communication cable installed shall route to the center of the room in which it serves and then to the outlet location it is intended for. Each cable shall have a 10' service loop at the center of each room and a 3' service loop above each outlet location.
19. All technology cabling shall be installed new and dropped down inside all walls for a flush mount solution.
20. All exposed cabling or cabling routing across non accessible ceilings shall be installed in conduit. Conduit shall be properly sized to maintain the 40% fill ratio.
21. All conduit stub outs and sleeves shall have protective bushings to prevent cable damage. Bushings are to be installed prior to cable installation. Cutting bushing and installing after cable is installed will not be accepted. Contractor to maintain a 40% maximum fill ratio on all sleeves installed.
22. All cabling shall be properly supported from acceptable support systems as manufacturer specifies. No cabling shall be routed and or tied directly to building steel, ceiling grid support, piping or duct work. All cabling shall be routed in dedicated cable support system using j-hooks sized properly for the amount of cables being installed. J-hooks shall be installed a maximum separation of every 5' thru out the entire cable run.
23. All below ceiling exposed cabling shall be "dressed", hook and loop (not tie wraps) secured, bundled and managed.
24. Provide stainless steel face plates for data and voice unless Klein ISD it specifies otherwise. Use Hubbell SSFXXX stainless steel plates with Xcelerator HXJ6OR (orange color) jacks or pre-approved equivalent for all data applications.
25. Duplex outlet style plates and frames for data are not acceptable.
26. Per-drop test results, as-built drawings / spreadsheets and endorsed certified manufacturer's warranty are required delivered prior to completion signoff. Tested and labeled per Erate specifications.
27. All work to be performed on an "after hours" basis (not scheduled during class time).

Appendix B

Vendor Experience

Provide information about the vendor's background and experience in the removal and replacement and/or additions of fiber runs with other school districts for at least three years.

Appendix C

Vendor Contacts

1. Sales Representative/Account Manager:

Name: _____

Email: _____

Phone: _____

2. Corporate Representative:

Name: _____

Email: _____

Phone: _____

Appendix D

1. School District Reference Account:

District Name: _____

District Address: _____

District Contact Name: _____

District Contact Phone Number: _____

District Contact Fax Number: _____

2. School District Reference Account:

District Name: _____

District Address: _____

District Contact Name: _____

District Contact Phone Number: _____

District Contact Fax Number: _____

3. School District Reference Account:

District Name: _____

District Address: _____

District Contact Name: _____

District Contact Phone Number: _____

District Contact Fax Number: _____

APPENDIX E:
TERMS AND CONDITIONS

The following General Provisions are hereby issued in accordance with the laws, rules, and policies set forth through the Texas Education Code, Chapter 44 and Klein Independent School District (or District) policy, and may be amended as required by law or District policy. Prospective Vendors are cautioned to read and understand the General Provisions set forth in this document prior to responding to a Solicitation. Any exceptions to or failure to follow these General Provisions unless otherwise directed within the Solicitation, may be cause for a Vendors Solicitation Response to be deemed non-responsive and disqualified by the District. These General Provisions will take precedence over the terms and conditions within the Solicitation when they are in conflict unless specific exception is noted within the Solicitation and agreed to in writing by the District.

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PART I
DEFINITIONS, TERMS AND ACRONYMS

The following terms may be found in this document or may be used in the normal operations of the District's Purchasing Department.

Term	Definition
Addendum.....	A document that has been issued by the District that has made material changes, modifications, or deletions of information or specifications of a Solicitation.
Agreement.....	A contract that has been agreed upon and signed by both the District and the Vendor.
Bid.....	Vendor's response to an Invitation to Bid or ITB. . The term may be used to represent all types of solicitations.
Bid Specialist	The Bid Specialist is the District's approved business representative for all matters of solicitation, evaluation, award, and administration of a Contract Award. There will be only one appointed Bid Specialist at any time for each purchasing action. Vendors shall address all business/contract issues about a Contract Award to the Bid Specialist.
Alternate or Substitute	A good or service substituted for another by a Vendor with approval of the Bid Specialist.
Conflict of Interest	A Conflict of Interest shall exist when a Vendor or any affiliated person or business entity provides goods or services under a Contract Award whereby one or more personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting under a proposed or existing District Contract; or any other facts that exist which the District, at its sole discretion, determines during the Solicitation or the performance of an existing District Contract that the Vendor obtained an unfair competitive advantage favoring the interest of the Vendor or any person with whom the Vendor has or is likely to have a personal or business relationship. Conflicts of interest are further defined in policy and state law.
Contract Award.....	The acceptance of a Quote, Bid or Proposal; a Purchase Order, District Contract Agreement, or other formal notification of award issued by an authorized official of the District's Purchasing Department.
Contract Documents.....	A set of documents that create an Agreement that has been agreed upon and signed by both the District and the Vendor.
Contract Term	The length of time a Contract or Agreement will be available for use by the District.
Contractor	The awarded Vendor(s) of a specific Solicitation.

CSP	Competitive Sealed Proposal. Allows for the use of the formal evaluation process and if required by law use Best Value Determinations for an award. Negotiations are allowed prior to the award.
Debarment.....	Action taken by the District which prevents a Vendor from participating in the solicitation process for a period of time, usually as a result of improper business practices on the part of the Vendor.
Deliverable	Goods or services which are required by a Contract Award to be provided to the District by a Vendor.
Discount Contract	An awarded Contract where pricing is based on a firm-fixed discount from a Vendor's published price list, priced catalog, or other document that is published for the majority of the Vendor's customers.
District.....	Klein Independent School District
District Business Day.....	Days the District is officially conducting business (excludes weekends, District observed holidays, etc.)
District Web Site.....	The official District web site, available at http://www.kleinisd.net/ .
Klein ISD	Klein Independent School District
ITB	Invitation to Bid. Solicitation method used for acquiring goods or services for one-time purchases or establishing Term Contracts for acquiring goods or services with aggregate values of \$50,000 or greater. This solicitation method is formal, and a legal notice is published at time of issuance. This purchasing method is normally used to establish annual contracts for District-wide goods or services, or major one-time purchases. Award is typically based on low Bid or Best Value Determination.
Line Item Contract	An awarded Contract where goods or services are specified and individually priced.
Notice of Award.....	A formal, written document issued by an authorized official of the District's Purchasing Department via US Mail or Klein ISD's E-Bid system, informing a Vendor that a Contract has been awarded to their firm based on their Solicitation Response.
Offer.....	Term used in conjunction with or in place of a Vendor's Solicitation Response.
Professional Services Contract	A Contract awarded for performance of technical, professional, and/or unique services by Vendors which are typically licensed such as medical or medical arts professionals, architects, engineers, or lawyers, as described in Texas Education Code 44.031(f).
Proposal.....	Vendor's response to a Competitive Sealed Proposal (CSP).
Purchase Order.....	Formal order for goods, materials and/or services from a Vendor; a binding commitment for the District to remit payment to the Vendor after the item(s) and an invoice are received by the District.
Quote.....	Vendor's response to a Request for Quote.
RFO.....	

RFQ.....	Request for Quote. Used for small dollar purchases valued at less than \$50,000. Solicitation method is typically informal (e.g., phone, fax or email) and solicitation requirements are minimal (no advertisement, minimal response time, etc.). May be used for one-time purchases, or to establish low-dollar Term Contracts.
RFP	
School Business Days	Days the District is officially conducting school (excludes weekends, District observed holidays, etc.)
Service Contract.....	An awarded Contract for performance of a service by a Vendor for a specified period of time.
Solicitation	General term used to refer to an ITB, CSP, or RFQ .
Solicitation Response.....	Vendor's response to an ITB, CSP, , RFQ, or other Solicitation issued by the District
Solicitation Tabulation.....	Official tabulation of Solicitation Responses, issued by the Purchasing Department after Contract Award.
Subcontractor	Company or business that has contracted with the prime contractor for performing services for the District. The prime contractor is responsible to the District for the work performed by the subcontractor. No contract will exist between the subcontractor and the District.
Term Contract	An awarded Contract for delivery of goods or performance of services by a Vendor for a specific period of time.
Vendor.....	Bidder, Vendor, Offeror, Proposer, or Contractor
Vendors of Record	The compiled bid list of Vendors for a specific Solicitation, that is to include Vendors that were selected to receive the Solicitation, or have notified the District that they have interest in the Solicitation and are added to the initial list of Vendors.

PART II

SOLICITATION INFORMATION AND INSTRUCTIONS

1. **TYPES OF CONTRACTS.** Each Solicitation will identify the type of Contract being advertised. One of the following contracting methods will typically be used, but KISD reserves the right to use any contracting method it deems to be in the best interest of the District:

1.1. ***Firm-Fixed Price.***

- 1.1.1. Prices shall be firm-fixed for the term specified in the Contract, and all extensions exercised by the District.
- 1.1.2. No increases will be allowed during the contract term.
- 1.1.3. Price decreases are acceptable at anytime during the term of the Contract.

1.2. ***Fixed-Price with a Price Adjustment Allowance.***

- 1.2.1. Prices shall be firm for a term specified in the Contract.
- 1.2.2. Prices can be adjusted based on escalation provisions as identified in the Contract.
- 1.2.3. The District reserves the sole right to evaluate the applicability of any price adjustment and accept or reject any formula included in any Solicitation Response or accept or reject any Solicitation Response containing a price adjustment proposal.

1.3. ***Firm-Fixed Discount Percentage, Discount-from-List, or Cost Markup-From-List.***

- 1.3.1. Discount or cost mark-up shall be firm-fixed for the period specified in the Contract but prices may vary based upon changes in a District approved price list or other pricing document, by the method and frequency as identified in the Contract.
- 1.3.2. Used when the pricing is based on a discount or a cost plus mark-up percentage from an established, publicly recognized price list.
- 1.3.3. Prices shall be from a current Vendor's price list or a cost-plus percentage add-on to a Vendor's distributor/producers price list.
- 1.3.4. Vendor's price list shall be the current price list published and available to and recognized by the trade. A price list especially prepared for a given Solicitation will not be accepted. KISD shall be the sole determinate as to acceptability.
- 1.3.5. Unless otherwise indicated within the Solicitation, the period of acceptance shall be no earlier than ten (10) District Business Days from receipt and approval.
- 1.3.6. In order for a price list to be changed, a new or amended price list must be submitted to the Purchasing Department by the Vendor and approved by the KISD Buyer within the Contract time specified prior to the requested price change. Otherwise the last KISD approved price list remains in effect until such time that KISD approves the price change.
- 1.3.7. Prices for this type of Contract cannot be increased for 30 days after the Contract commences unless otherwise specified in the Solicitation. Price reductions shall be offered immediately upon becoming available to a Vendor at any time after award.

2. **CONFLICT OF INTEREST.**

2.1. ***Disclosure of Certain Relationships with Local Government Officials.***

2.1.1. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with KISD must file a Vendor Conflict of Interest Questionnaire with the KISD Purchasing Office in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of facts that require filing. 2.1.2. This requirement applies to a person who is an agent of a vendor in the Vendor's business with the District.

2.1.3. Forms are posted at the Texas Ethics Commission's website at: www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

2.2. ***Employee.***

2.2.1. All Vendors must disclose the name of any KISD employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches.

2.2.2. Failure to provide such information may be grounds for disqualification of the bid or cancellation of a contract resulting from this Solicitation.

2.2.3. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process.

2.2.4. Services that might be provided by the employee as an extension of the employee's regular job responsibilities is exempted from consideration.

3. **SOLICITATION PRICING.** Solicitation prices must be firm for 180 days from Solicitation opening/bid closing date until award unless otherwise specified in the Solicitation.

4. **QUANTITIES.** Any quantities listed within the Solicitation are a close approximation based on requirements and available funds, but KISD reserves the right to purchase more or less than the estimated quantities, at the current Contract price, for the term of the agreement unless otherwise specified in the Solicitation.

5. **REQUEST FOR EXPLANATION / INTERPRETATION.**

5.1. Any explanation desired by a Vendor regarding the meaning or interpretation of this Solicitation must be submitted in writing to the Buyer identified in the Solicitation within seven (7) business days prior to the opening date, in order to allow a response to all Bidders before the submission of a bid.

5.2. All requests must include all contact and Solicitation information to be considered. Failure to provide this information may delay a response from the District. The District reserves the right to inform the requester that the response to their request will be submitted through an addendum to all interested vendors and not be addressed directly through their request.

5.3. Once a request is received, a notification of receipt by the District will be forwarded to the contact email address.

6. **DELIVERY TERMS.**

6.1. All goods or products included in the Solicitation shall be F.O.B. ("Free on Board") destination, unless otherwise indicated within the Solicitation.

6.2. All goods or products will be considered freight prepaid and allowed, and included in the unit price.

- 6.3. If separation of the delivery costs is a necessity for bidding, the Bidder must provide a “not-to-exceed” price with their response. The District will not accept a “to-be-determined” submittal. Any shipping costs submitted in addition to the unit price will be added to the unit price and considered in the evaluation process.
- 6.4. The place of delivery shall be set forth in the block of the purchase order entitled "Ship To".
- 6.5. The District expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.
- 6.6. Services shall be provided/scheduled as specified or directed by the District.

7. **SAMPLE REQUIREMENTS.**

- 7.1. The District may require a sample of a product at any time for evaluation and testing, from a Vendor participating in a Solicitation process or a Vendor supplying items to the District under contract.
- 7.2. The Vendor should not submit a sample with the Solicitation Response unless directed to do so.
- 7.3. ***Request of Sample.***
 - 7.3.1. If it is determined that a sample is required as part of the Evaluation Process, the requirement will be issued in writing to the Vendor by the Buyer.
 - 7.3.2. Samples must be received by the District’s Purchasing Office within five (5) District Business Days after written notification is issued, unless the notification instructs otherwise.
 - 7.3.3. A representative sample of the item(s) offered must be provided.
 - 7.3.4. The Vendor will cover all costs in shipping and providing the sample product to the District.
 - 7.3.5. Failure to provide a requested sample may disqualify the Vendor from further consideration in award of the associated Solicitation item.
 - 7.3.6. If a sample is found to not meet the Solicitation specifications or the intended purpose of the product, the associated solicitation item will be disqualified.
- 7.4. ***Sending of Samples.***
 - 7.4.1. If a sample is required by the District, samples must be clearly marked with the following information:
 - 7.4.1.1. The word "Sample" in large print;
 - 7.4.1.2. The name of the company submitting the sample; and
 - 7.4.1.3. The number and title of the Solicitation or Contract.
- 7.5. ***Return of Samples.***
 - 7.5.1. Unless specifically requested, all samples provided shall become the property of KISD.
 - 7.5.2. If the sample is required by the Vendor to be retuned, any and all costs associated with the return of the sample will be the responsibility of the Vendor.

PART III
SOLICITATION RESPONSE

Klein ISD may issue an electronic bid requiring an electronic response through our E-Bid system, IonWave Technologies. An electronic signature and responses will be acceptable for electronic solicitations.

1. **PREPARATION OF A SOLICITATION RESPONSE.** In preparation of a Solicitation Response, each Vendor shall:
 - 1.1. Furnish all information required by the Solicitation;
 - 1.2. Authorized Signature.
 - 1.2.1. Solicitation Responses must be signed and/or submitted only by individuals that have been given authority to bind the Vendor under contract.
 - 1.2.2. For Solicitations that have been issued in hard copy, the Solicitation Response must be signed by an authorized signer;
 - 1.2.3. Electronic Signatures are accepted in accordance with these terms and conditions and as set forth on the e-bid system.
 - 1.3. Have all erasures or other changes initialed by the signer of the Solicitation Response;
 - 1.4. Solicitation Responses submitted on other forms or with different terms or provisions may be deemed non-responsive by KISD and disqualified;
 - 1.5. Unless otherwise instructed by the Solicitation, Vendors shall submit the lowest and best price, F.O.B. destination, freight prepaid and allowed, on each item, including packaging and transportation.
 - 1.6. Unit price for each unit solicitation shall be shown and such price entered in both the unit price and extended price columns of the solicitation form for each item solicited. In case of error in extension of price, the unit price will govern.
 - 1.7. An unsigned Solicitation Response will be deemed non-responsive and disqualified. Solicitation Responses cannot be signed after the Solicitation opening time even though the Vendor or a representative is present at the Solicitation opening.
 - 1.8. All Solicitation Responses and accompanying samples or documents of any kind become the property of the District. The District will be under no obligation to return any part of a Solicitation Response to a Vendor.
 - 1.9. Solicitation Responses should not include tax; the District is tax exempt.
 - 1.10. When specified, bidder must definitely state time of proposed delivery. Time, if stated as a number of days, will include weekends and holidays.
2. **BRAND NAME AND PRODUCT NUMBER REFERENCE.**
 - 2.1. If applicable to the Solicitation, the use of referenced brand/stock numbers in a Solicitation are for brevity in establishing minimum specifications and are not intended to be restrictive.
 - 2.2. "Buyers approved equal" indicates that the District will consider other manufacturer's product that meets or exceeds the published specifications. The District shall make the final determination of acceptable substitutions.
 - 2.3. All items stating the terms "No Alternatives", "No Substitute" or "Must Match Existing" shall mean that the District will not accept any other manufacturer's products.

- 2.4. Unless no execution is made to the reference manufacturer's product, the alternate manufacturer, trade and/or brand name and number must be indicated for each item bid. The Bidder will be required to forward any illustrations that render its equivalency. Any additional specifications must reference the line item number that it corresponds to.
- 2.5. Products of inferior quality will be rejected.

3. **ATTACHMENTS.**

- 3.1. Vendors may include attachments to describe goods or services being offered and/or to exhibit that products offered meet all written specifications; however, Vendors shall not submit samples unless requested to do so.
- 3.2. Page and paragraph numbers shall properly reference each page of an attachment in the Solicitation Response.
- 3.3. The name of the Vendor submitting the attachment shall also be prominently displayed on each page of the attachment.
- 3.4. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the Solicitation Response in writing.
- 3.5. **WARNING:** *Any added terms or conditions may result in disqualification of Solicitation Responses, e.g., Solicitation Responses subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, change in venue, etc.*

4. **SITE VISITATION.**

- 4.1. The Vendor shall be responsible for fully understanding the scope of the Solicitation, and if considered applicable to the goods or services being solicited, the District recommends that Vendors visit the KISD site and examine the space and/or equipment to be serviced. Vendors shall obtain prior KISD Buyer approval.
- 4.2. Optional pre-submittal conferences may be established by the District to allow Vendors access to the associated facility.
- 4.3. The prospective Vendor shall carefully examine the venue(s), specifications, and requirements.
- 4.4. If necessary, Vendors shall secure additional information from the Buyer that may be requisite to a clear and full understanding of the work.

5. **REFERENCES.**

- 5.1. If required in the Solicitation, the Vendor is to submit references that have contracted with their company to provide like products or services. It is recommended that the Vendor show school districts or other local government organizations equal to KISD in size and structure, if possible.
- 5.2. The District reserves the right to use the results of the reference check in the evaluation process. A negative reference or references may cause a bid to be rejected.

6. **CERTIFICATIONS AND REPRESENTATIONS.**

- 6.1. The Vendor shall complete, sign and provide all documents as required by the Solicitation.
- 6.2. Based on the type of Solicitation, the forms that **may** be required are:
 - 6.2.1. **Felony Conviction Notice.**
 - 6.2.1.1. State of Texas Education Code, Section 44 requires that a person or business entity (excluding publicly-held corporations) that enters into a Contract with the District shall give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony.
 - 6.2.1.2. School Districts 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 the Education Code or misrepresents the conduct resulting in the conviction.
 - 6.2.1.3. Vendors shall complete, execute and return as part of the Solicitation Response, the Felony Conviction Notice information referenced in the Solicitation.

- 6.2.3. Proposal Certification and Affirmation (Proposals only). This document must be signed by an authorized representative that may legally bind the company and is to be included with the Solicitation Response for the response to be considered. Failure to sign and submit this document will disqualify the Solicitation Response.
- 6.2.4 Notice of No-Bid Form
- 6.2.5 Affidavit of Non-Collusion
- 6.2.6 Certificate of Residency
- 6.2.7 Conflict of Interest Forms
- 6.2.8. W-9 Certificate. The Vendor is encouraged to submit with their Solicitation Response a copy of a W-9 Vendor Identification Number Certificate to expedite the payment process if awarded a Contract. A copy of the form can be found at <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.

7. **SUBMISSION OF SOLICITATION RESPONSES.**

- 7.1. A Solicitation Response shall represent a true and correct statement and shall contain no cause for claim of omission or error.
- 7.2. If directed by the Solicitation, the Vendor shall provide any and all certifications, forms, and documents as stated within the Solicitation.
- 7.3. Solicitation Response must contain:
 - 7.3.1. The signed cover page of the Solicitation with Vendor's Certification and may be in accordance with e-bid system;
 - 7.3.2. The Solicitation Response Form;
 - 7.3.3. Specification documents, if applicable;
 - 7.3.4. The certifications and representations as applicable;
 - 7.3.5. Any additional documents required by the Solicitation.
- 7.4. Solicitation Responses shall be enclosed in sealed envelopes addressed per instructions, with the name and address of the bidder, the title and number of the bid, and the date and hour of opening on the face of the envelope. FAXED Solicitation Responses will not be accepted by the Klein Independent School District.
- 7.5. In the event that no Solicitation Response is submitted, the Solicitation should be returned marked "no bid" unless otherwise specified. Notation should be made as to whether future solicitations for the type of contract covered by the solicitation are desired.
- 7.6. "All-or-None Bids"
 - 7.6.1 In some instances it is to the advantage of the Klein ISD to award the entire bid to one vendor. Please review these materials carefully to determine if this is an "all-or-none" bid. If it is, and the entire document is not completed, the bid might be totally rejected. Therefore, if you have any questions, please contact the Klein ISD Director of Purchasing prior to the submission of your bid.

8. **WITHDRAWAL OF A SOLICITATION.**

- 8.1 Bids must remain open for 180 days from Solicitation opening/bid closing date until award unless otherwise specified in the Solicitation.
- 8.2 Bids may be withdrawn prior to the time due by written notice only.

9. **SOLICITATION RESPONSE CERTIFICATION.** By signing and submitting a Solicitation Response, the Vendor certifies and represents to the District that:

- 9.1. The Solicitation Response has been manually signed or electronically submitted by an authorized representative of the company or firm submitting the bid, proposal, offer or other Solicitation Response document;
- 9.2. The Vendor's firm or any of its individual have not prepared the Solicitation Response in collusion with any other Vendor or individual; and
- 9.3. The contents of the Solicitation Response as to price, terms and conditions or other details of the Solicitation Response have not been communicated by the Vendor or by any employee or agent to any other person engaged in this type of business prior to the official opening of the solicitation.

10. **LATE SOLICITATION RESPONSES.**

- 10.1. Late Solicitation Responses will **NOT** be considered under any circumstances.
- 10.2. A Solicitation Response will be considered late if the Solicitation Response is not received at the Purchasing Department Solicitation Response Desk or electronically submitted on or before the date and time indicated in the Solicitation.
- 10.3. The Purchasing Department will not be responsible for and no allowances will be made for misrouting of a Solicitation Response within the District, delays caused by the Post Office, technical delays or problems, courier services, or any other delays.
- 10.4. The official deadline date and time is determined by the Purchasing Office.

PART IV
SOLICITATION EVALUATION AND AWARD

1. **RESERVATIONS.** The District expressly reserves the right to:
 - 1.1. Waive minor deviations from specifications, if the District determines that overall cost of the goods or service will be lower and the overall function is improved or not impaired;
 - 1.2. Waive any minor informality or deficiency in any Solicitation procedure;
 - 1.3. Reject any or all Solicitation Responses;
 - 1.4. Cancel the Solicitation;
 - 1.5. Reissue a Solicitation;
 - 1.6. Specify approximate quantities;
 - 1.7. Increase or decrease the quantity specified in the Solicitation;
 - 1.8. Consider and accept alternate Solicitations, if specified in the Solicitation, when it is considered in the best interest of the District;
 - 1.9. Procure any goods or services by other means;
 - 1.10. Purchase no goods or services.
2. **COMPETITIVE SELECTION USING BEST VALUE.**
 - 2.1. ***Solicitation.***
 - 2.1.1. If required by law, formal Solicitations will be evaluated using the Best Value method as defined in Texas Education Code 44.031(b).
 - 2.1.2. In determining Best Value under Texas Education Code 44.031(b) the District shall consider the following:
 - 2.1.2.1. Purchase price;
 - 2.1.2.2. Reputation of the Vendor and of the Vendor's goods or services;
 - 2.1.2.3. Quality of the vendor's goods or services;
 - 2.1.2.4. Extent to which the goods or services meet the District's needs;
 - 2.1.2.5. Vendor's past relationship with the District;
 - 2.1.2.6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses;
 - 2.1.2.7. Total long-term cost to the District to acquire the Vendor's goods or services;
 - 2.1.2.8. Any other relevant evaluation criteria specifically listed in the Solicitation.
 - 2.2. ***Award.***
 - 2.2.1. Award will not necessarily be made to the Vendor submitting the lowest priced offer.
 - 2.2.2. The District will evaluate the Solicitation Responses and may request additional information, including conducting interviews, oral presentations, negotiations, or any requirements deemed appropriate;
 - 2.2.3. After Solicitation Responses are received, KISD may make an Award without discussion with any Vendor. KISD reserves the right to conduct interviews, oral presentation, negotiations if applicable, or any other requirements deemed appropriate with only one, with some, or with all Vendors. Solicitation Responses should, therefore, be submitted on the most favorable terms.
3. **EVALUATION.** The District will evaluate all Solicitations based on the following procedures:

- 3.1. **Objective.** Objective evaluation is:
 - 3.1.1. Based on set of pre-determined criteria using formulas and/or sets of ranges; and
 - 3.1.2. By normal District processes, does not include an evaluation team.
- 3.2. **Subjective.** Subjective evaluation is:
 - 3.2.1. Based on a set of pre-determined criteria; and
 - 3.2.2. By normal District processes, includes the use of an evaluation team to determine the scoring.
 - 3.2.3. Discounts
 - 3.2.3.1 Prompt-payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.

4. **AWARD OF CONTRACT.**

- 4.1. KISD will indicate acceptance of a Vendor's Solicitation Response by issuance of a Purchase Order, District Contract, or other form of Notice of Award to awarded Vendor(s) at completion of the evaluation of Solicitation Responses.
- 4.2. If the Contract is issued in the form of a Purchase Order, the purchase order together with any other documents which the Buyer has attached thereto and/or referenced as part of the Purchase Order, constitutes an offer by the Buyer to purchase from the Vendor the goods and/or services indicated, subject to these General Provisions. The Purchase Order, its attachments and/or referenced documents including these General Provisions is the sole and complete Contract between the District and Vendor with respect to the goods and services ordered, and supersede all prior oral and written understandings. No additional terms or modifications to the Purchase Order proposed by the Vendor in any acknowledgement, sales order, or other form of communication shall be binding on the District. The Buyer's failure to object to provisions contained in any communication from the Vendor shall not be deemed a waiver of the provisions hereof or an approval of the terms therein.
- 4.3. Acceptance of the Purchase Order is conditional on Vendor's consent to the terms and conditions in these General Provisions. KISD expressly objects to and rejects any terms or conditions in addition to or different from those contained in these General Provisions, whether previously or hereafter proposed in any form from Vendor unless the Buyer has expressly agreed with them in writing. By submitting a Solicitation Response to the District to provide goods or services Vendor acknowledges receipt and willingness to accept all terms and conditions contained in these General Provisions.
- 4.4. **Order of Precedence.**
 - 4.4.1. If a formal District Contract is issued, the terms and conditions of the Contract shall be governed in the following order of importance:
 - 4.4.1.1. These General Provisions;
 - 4.4.1.2. The original Solicitation;
 - 4.4.1.3. Any Addenda submitted by the District prior to the opening of the Solicitation;
 - 4.4.1.4. The portions of the Vendor's Solicitation Response accepted, in writing, by the District; and
 - 4.4.1.5. Any subsequent contractual documents agreed upon by both parties.
 - 4.4.2. Failure to accept this obligation may result in the cancellation of any award;
 - 4.4.3. Any damages suffered by the District as a result of the Vendor's failure to Contract shall be recovered from the Vendor.
- 4.5. **Partnership and/or Subcontracting.** If the Vendor has joined with one or more business partners or is Subcontracting any work to respond to the Solicitation, KISD reserves the right to:

- 4.5.1. Reject the Vendor's offer based on that/those partnerships(s) and/or Subcontractors.
- 4.5.2. Accept, at its option, subsequent offers with new partnership(s) and or Subcontractors, should the Subcontracting Vendors in the initial offer be unacceptable for any reason.
- 4.6. ***Texas Hazard Communication Act.***
 - 4.6.1. Successful bidders must furnish current material safety data sheets for any items containing any element, chemical compound or mixture of elements or compounds that is a physical hazard as defined by Federal regulations.

PART V
CONTRACT TERMS, CONDITIONS, AND REQUIREMENTS

1. GENERAL TERMS.

1.1. ***Titles.*** The awarded Vendor shall be hereby known in the section as “Contractor”.

1.2. ***Term of Contract.***

1.2.1. The Contract established by the Contract Award shall be in effect from date of award or the commencement date, whichever is later, through the expiration date stated in the Contract.

1.2.2. Any Purchase Orders dated during the term of the Contract must be honored even if received after the Contract expiration date. Contractors may not specify a "final order" receipt date.

1.2.3. Pricing is established by the date the order is placed unless otherwise stated in the Contract.

1.2.4. **Term Extensions.**

1.2.4.1. All extensions will be issued in writing prior to the end of the then-current Contract term.

1.2.4.2. ***Extension Types.***

1.2.4.2.1. Sole Option by the District. The choice to extend the Contract for the extension period is based solely on the determination by the District. The Contractor shall be required to honor the extension under the original terms and conditions.

1.2.4.2.2. Option of Both Parties. The choice to extend the Contract for the extension period is based on the determination of both the District and the Contractor. If either party rejects the extension option, the Contract will be terminated at the end of the current Contract period.

1.2.5. **Short Term Contract Extension.**

1.2.5.1. If the District determines that additional time is required to avoid a Contract lapse, it may, at its sole option, extend the Contract in 30 day increments, up to 90 days, under the current Contract pricing, terms and conditions.

1.2.5.2. Such extension will be done in writing prior to the end of the current Contract term.

1.3. ***Price Escalations.*** The District shall only allow price escalations within a Contract if such provisions were identified by the District within the original Solicitation.

1.4. ***Availability of Funds.***

1.4.1. Any Purchase Order resulting from a Solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Klein ISD Board of Trustees or otherwise not made available to the District.

1.4.2. The District's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase.

1.4.3. The absence of appropriated or other lawfully available funds shall render the Contract Award null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor.

- 1.4.4. The District shall provide the Contractor written notice of the failure of the District to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract Award, or the reduction of any appropriation to an amount insufficient to permit the District to pay its obligations.
- 1.5. ***Conflict of Interest.***
 - 1.5.1. If the Contractor becomes aware of facts that require filing of a Vendor Conflict of Interest Questionnaire with the Purchasing Office, the Contractor must do so within seven (7) District Business Days in accordance with Texas Local Government Code Chapter 176.
 - 1.5.2. This requirement applies to a person who is an agent of a Contractor in the Contractor's business with the District.
 - 1.5.3. Forms are also posted at the Texas Ethics Commission's website at: www.ethics.state.tx.us/whatsnew/conflict_forms.htm.
- 1.6. ***Debarment or Suspension.*** The following shall be applicable to Solicitations that are funded by federal funds:
 - 1.6.1. Federal Law (A-102) Common Rule and (A-110) OMB Circular prohibits non-federal entities, including school districts, from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.
 - 1.6.2. Covered transactions include procurement Contracts for goods or services equal to or in excess of \$100,000 and all nonprocurement transactions (e.g., sub-awards to sub-recipients).
 - 1.6.3. Contractors receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of this Solicitation, the Contractor affirms that neither they nor their principals are suspended or debarred by a federal agency.
- 1.7. ***Contract Kick-off Meeting.***
 - 1.7.1. The District reserves the right to require the Contractor(s) to meet with District representatives prior to the start of the Contract.
 - 1.7.2. The meeting shall discuss at a minimum the performance requirements, service specifications, expectations of professionalism, and access issues if necessary.
- 1.8. ***Periodic Performance Reviews.***
 - 1.8.1. The District reserves the right to require periodic performance reviews with the Contractor(s).
 - 1.8.2. These reviews shall evaluate at a minimum, the Contractor's ability to:
 - 1.8.2.1. Provide goods or perform services within the required specifications and/or performance requirements;
 - 1.8.2.2. Meet the District's schedule; and
 - 1.8.2.3. Perform in a professional manner.
- 1.9. ***Usage Reports.***
 - 1.9.1. The District will have the right to require the Contractor to provide usage reports of the goods or services purchased from the Contractor during the Contract Period.
 - 1.9.2. This right may be extended beyond the end of the Contract Period for a maximum of two years.
 - 1.9.3. The reports shall be in a mutually agreed upon format that is useful by the District and made available by the Contractor.
- 1.10. ***Rights to Work Product.***
 - 1.10.1. All Work Product shall be the sole property of the District.

- 1.10.2. Contractor hereby assigns all its rights, title and interest in any and all Work Product and all drafts thereof, including all worldwide copyright ownership rights in the Work Product, to the District.
- 1.10.3. The District has the right to legible and complete copies of any and all such work papers upon the District's request.
- 1.11. ***Disclosure of Intellectual Property Produced.***
 - 1.11.1. Contractor shall promptly disclose to the District all Intellectual Property which Contractor or Contractor's employees, Subcontractors, or Subcontractor's employees may produce, either solely or jointly with others, during the course of the services performed.
 - 1.11.2. All such Intellectual Property becomes the property of the District.
 - 1.11.3. In addition, Contractor shall promptly disclose to the District all Intellectual Property to which Contractor may acquire rights in connection with the performance of the services hereunder.
 - 1.11.4. Any disclosure under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property, and shall identify any publication, sale, public use, or impending publication.
 - 1.11.5. Promptly upon request, Contractor shall supply such additional information as the District may require.
 - 1.11.6. Modification and Derivative Works.
 - 1.11.6.1. The District shall have the right, at its own discretion, to independently modify any Intellectual Property incorporated in the services for the District's own purposes and use, through the services of its own employees or independent Contractors.
 - 1.11.6.2. The District shall own all Intellectual Property Rights to such modifications.
 - 1.11.6.3. Contractor shall comply with all Laws and Regulations relating to Intellectual Property. Contractor represents and warrants to the District that Contractor shall not infringe upon any Intellectual Property Rights of any third party.
 - 1.11.6.4. Contractor shall require its employees to execute any agreements, assignments, licenses or other instruments, and to provide information related to Intellectual Property, as may be necessary to effectuate the provisions of this Contract.
 - 1.11.6.5. Contractor shall require its Subcontractors and Suppliers to execute any agreements, assignments, licenses or other instruments, and to provide information related to Intellectual Property, as may be necessary to effectuate the provisions of this Contract.
- 1.12. ***Gratuities and Bribes.***
 - 1.12.1. The District may, by written notice to the Contractor, cancel a Contract without liability to the District if it is determined by the District that gratuities or bribes were offered or given by the Contractor or any principle, agent or awarding representative of the Contractor to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to the Contract or the making of any determinations with respect to the performing of such Contract.
 - 1.12.2. In the event the Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 1.13. ***Delays by the District.*** The District will have the right to delay a scheduled delivery or other service performance dates by written notice to the Contractor if the District deems it is in its best interest.
- 1.14. ***Delays by the Contractor.***
 - 1.14.1. If a Contractor foresees the delay of a scheduled delivery of a product or other service performance date, Contractor shall give timely notice to the District.
 - 1.14.2. The District may extend the delivery or service date for valid reasons.
 - 1.14.3. The Contractor must keep the District advised at all times of the status of the goods or services.
 - 1.14.4. If the delay will create a burden on the District, the District reserves the right to use any other means available to secure the goods or services outside the Contract and may, at its sole option, choose to terminate the Contract under the terms stated herein.
- 1.15. ***Copyrighted Products or Services.***
 - 1.15.1. If commissioned by the District, paid or unpaid, to create a design, artwork, or custom-made product or service, the District shall be sole owner of any copyrights available for the end product.
 - 1.15.2. The Contractor shall turn over all relevant items, physical or electronic, to the District upon request.
- 1.16. ***Warranties and Remedies.***
 - 1.16.1. Price.
 - 1.16.1.1. The Contractor warrants the prices offered to the District are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - 1.16.1.2. The Contractor certifies that the prices in the Solicitation Response have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - 1.16.1.3. In addition to any other remedy available, the District may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - 1.16.2. Title.
 - 1.16.2.1. The Contractor warrants that it has valid title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.
 - 1.16.2.2. The Contractor shall indemnify and hold the District harmless from and against all adverse title claims to the Deliverables.
 - 1.16.3. Deliverables.
 - 1.16.3.1. The Contractor warrants and represents that all Deliverables sold to the District under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.
 - 1.16.3.2. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned. Recycled Deliverables shall be clearly identified as such.

- 1.16.4. Warranty Period.
- 1.16.4.1. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the goods or services.
- 1.16.4.2. If the manufacturer's warranty is less than the required warranty period, the Contractor shall warrant the Deliverable to the full extent as provided by the manufacturer.
- 1.16.4.3. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand resupply the goods or perform the services again in accordance with the above standard at no additional cost to the District.
- 1.16.4.4. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor.
- 1.16.4.5. The District will endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the District's rights under this section.
- 1.16.5. Failure to Repair or Replace. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the District, then in addition to any other available remedy, the District may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such Deliverables from another source.
- 1.16.6. Damage Assessment.
- 1.16.6.1. If a Contractor is in default on an order, the District reserves the right to purchase the goods or services in default and charge the increase in price, if any, and cost of handling to the Contractor.
- 1.16.6.2. Failure to pay a damage assessment is cause for Contract cancellation and/or debarment of the Contractor from the District's Solicitation list for a minimum of one year.
- 1.16.7. Transfer of Manufacturer's Warranty.
- 1.16.7.1. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the District.
- 1.16.7.2. If for any reason the manufacturer's warranty cannot be fully transferred to the District, the Contractor shall assist and cooperate with the District to the fullest extent to enforce such manufacturer's warranty for the benefit of the District.
- 1.16.8. Services. The Contractor warrants and represents that all services to be provided the District under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- 1.16.9. Limitation of Warranty. The Contractor shall not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

- 1.16.10. Delivery of Goods or Performance of Services. If the Contractor is unable or unwilling to deliver goods or perform services in accordance with the terms of the Contract, then in addition to any other available remedy, the District may reduce the amount of the Contract Award to the Contractor, and purchase conforming goods or services from other sources. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such goods or services from another source.
- 1.17. ***Indemnification.***
- 1.17.1. The District shall not be required to indemnify and hold harmless the Contractor and its agents and employees.
- 1.17.2. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and its agents, employees, and trustees from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of property resulting there from, and (2) is caused in whole or in part by any negligent or intentional act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- 1.17.3. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.
- 1.18. ***Invoices and Payment.*** The Contractor shall submit separate invoices in duplicate on each Contract Award after each delivery of goods or completion of service. If the District authorizes partial shipments or deliveries it will be shown on the Purchase Order and a separate invoice must be sent for each shipment or delivery made. Invoices should be mailed, not enclosed with merchandise.
- 1.18.1. Invoices shall indicate the Purchase Order or Contract number and shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice.
- 1.18.2. Federal excise taxes, State taxes, or District sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.
- 1.18.3. All valid and complete invoices received by the District will be paid within 30 days of the District's receipt of the Deliverables or of the invoice, whichever is later.
- 1.19. ***Right to Assurance.***
- 1.19.1. Whenever one party to the Contract Award in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform.

- 1.19.2. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract Award.
- 1.20. **Advertising.** The Contractor shall not advertise or publish, without the District's prior written consent, the fact that the District has entered into a Contract with Contractor.

2. **CONTRACT AGREEMENTS.**

- 2.1. **Inclusions.** Contract Agreement shall include Agreements, Contract Awards, Contract Documents, Purchase Orders and Service Contracts.
- 2.2. **Interpretation.**
- 2.2.1. The Contract Documents are intended by the Contractor and the District as a final, complete and exclusive statement of the terms of their agreement.
- 2.2.2. No prior arrangements, past performance, oral agreements or other factors between the Contractor and the District shall be relevant to supplement or explain any term used in the Contract Documents.
- 2.2.3. Although the Contract Documents may have been substantially drafted by one party, it is the intent of the Contractor and the District that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.
- 2.3. **Jurisdiction and Venue.**
- 2.3.1. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Business and Commerce Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction.
- 2.3.2. All issues arising from this Contract shall be resolved in the courts of Harris County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts.
- 2.3.3. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the District to seek and secure injunctive relief from any competent authority as contemplated herein.
- 2.4. **Modifications.**
- 2.4.1. The Contract Documents, and terms, covenants and conditions can be modified or amended only in writing, when executed by both parties.
- 2.4.2. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 2.5. **Termination for Default.**
- 2.5.1. In the event of a default by the Contractor, the District shall have the right to terminate the Contract Award in whole or in part for cause, by written Notice of Termination effective in ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the District Buyer's reasonable satisfaction that such default does not, in fact, exist.
- 2.5.2. In addition to any other remedy available under law or in equity, the District will be entitled to recover all actual damages, costs, losses and expenses, incurred by the District as a result of the Contractor's default, including, without limitation, cost of recovery, reasonable attorneys' fees, court costs, and prejudgment and post judgment interest at the maximum lawful rate.

- 2.5.3. Additionally, in the event of a default by the Contractor, the District may debar the Contractor from the District's Vendor list.
- 2.5.4. All rights and remedies under the Contract Award are cumulative and are not exclusive of any other right or remedy provided by law.
- 2.6. ***Termination for Convenience.***
 - 2.6.1. The District shall have the right to terminate the Contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Contractor shall promptly cease all further work pursuant to the Contract Award, with such exceptions, if any, specified in the Notice of Termination.
 - 2.6.2. The District will pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 2.7. ***Assignment – Delegation.***
 - 2.7.1. The Contract shall be binding upon and to the mutual benefit of the District and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the District.
 - 2.7.2. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.
 - 2.7.3. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
 - 2.7.4. If the Contractor (seller) has sold their business and the Contract is conveyed to another business entity (buyer) in the purchase, the Contractor shall provide the District with documentation that can be legally recognized in a State of Texas court of law, or a public announcement stating the terms of the purchase.
- 2.8. ***Waiver.***
 - 2.8.1. No claim or right arising out of a breach of the Contract Award can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
 - 2.8.2. No waiver by either the Contractor or the District of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract Award, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

3. **GOODS-RELATED CONTRACTS.**

- 3.1. ***General.***
 - 3.1.1. Goods are to be delivered to the required destination(s) within the number of District Business Days as identified within the Solicitation after receipt of order (ARO).
 - 3.1.2. All products shall be delivered F.O.B. destination, freight prepaid and allowed unless otherwise indicated within the Contract Award.
 - 3.1.3. Ordering and direct delivery will involve various locations within the District unless otherwise specified within the purchase order.
- 3.2. ***Hours for Delivery.***

- 3.2.1. Delivery of all goods shall be made during the normal working hours listed below for departments of the District unless prior approval for after-hours delivery has been obtained from the District.
- 3.2.2. For larger orders or deliveries requiring large trucks, the Contractor should notify the receiving department prior to arrival.
 - 3.2.2.1. All Schools. Delivery times shall be 9:00 AM to 3:00 PM on District School Days.
 - 3.2.2.2. District Distribution Center (Warehouse) and Other Facilities. Delivery times shall be 7:30 AM to 4:00 PM on District Business Days.
- 3.3. **Inside Delivery.** The Contractor shall make inside deliveries within a facility to a location determined by the District if required within the Solicitation.
- 3.4. **Expedited Deliveries.**
 - 3.4.1. In case of an urgent need for an expedited delivery by the District, the Contractor is requested to supply the needed material immediately, if possible.
 - 3.4.2. If the Contractor cannot respond, then the emergency requirement may be purchased on the open market. Such purchases shall not be considered a breach of Contract by the District or the Contractor.
- 3.5. **Shipment of Goods under Reservation Prohibited.** The Contractor is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of deliverables.
- 3.6. **Packaging of Goods.**
 - 3.6.1. The Contractor shall package all goods in accordance with good commercial practice unless otherwise instructed.
 - 3.6.2. Each shipping container shall be clearly and permanently marked as follows:
 - 3.6.2.1. The Contractor's name and address;
 - 3.6.2.2. The District's name, address and purchase order or purchase release number if applicable;
 - 3.6.2.3. Container number and total number of containers, e.g. box 1 of 4 boxes; and
 - 3.6.2.4. The number of the container bearing the packing slip. The Contractor shall bear all cost of packaging.
 - 3.6.3. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 3.7. **Material Safety Data Sheets.** A Contractor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment, and upon request, during the term of the Contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.
- 3.8. **Inspection and Testing.**
 - 3.8.1. The District expressly reserves all rights under law, including but not limited to the Texas Business and Commerce Code, to inspect the Deliverables at delivery before them, and to reject defective or non-conforming Deliverables.
 - 3.8.2. All goods are subject to inspection and testing for compliancy to the Contract specifications by District personnel. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by the Contractor.

- 3.8.3. Goods, which have been delivered and rejected in whole or in part, may be, at the District's option, returned to the Contractor at Contractor's risk and expense or disposed of in accordance with the district's policies.
- 3.8.4. The Contractor may request that rejected goods be held at Contractor's risk for a reasonable period of time for later disposition at the Contractor's expense.
- 3.8.6. Latent defects may result in revocation of acceptance of any product.
- 3.9. ***Substitutions of Goods.***
 - 3.9.1. All substitutions of goods require prior written approval of the District.
 - 3.9.2. The District reserves the right to require the Contractor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the Contract.
 - 3.9.3. Outstanding orders are not automatically amended by an approved substitution.
 - 3.9.4. During the contract term, Contractor may request a substitution of an item if the item is no longer manufactured, or has been discontinued or superseded by a replacement model, and is no longer available to the Contractor.
 - 3.9.5. Substitution Approval Process. Under the forgoing or similar conditions, the Contractor may be granted an allowance of an item substitution under the following conditions:
 - 3.9.5.1. The Contractor provides the District Purchasing Office with written verification from the manufacturer that the product is no longer manufactured, or has been discontinued or superseded by a replacement model, and is no longer available to the Contractor.
 - 3.9.5.2. All substitution requests must be submitted within ten (10) District Business Days after the material facts are known.
 - 3.9.5.3. If manufacturer has a substitution model, Contractor must provide product specifications along with a written letter requesting the item be substituted.
 - 3.9.5.4. The substitution must meet or exceed all specification requirements associated with the original Solicitation.
 - 3.9.5.5. If substitutions are made to an item that has accessories, the Contractor must also provide substitutions for accessories as applicable.
 - 3.9.5.6. The Contractor will be expected to supply the substitute item at the same or better price than originally bid, unless the Solicitation provided a price increase provision and the substitute can meet the provision requirements.
 - 3.9.5.7. Substitution will be in effect for the term of the contract or until another substitution is required.
 - 3.9.5.8. All substitutions must be approved in writing by the Purchasing Office prior to its effect.
 - 3.9.5.9. The District reserves the right to approve and disapprove substitutions or to cancel the items in its entirety and procure the items by a separate procurement process.
- 3.10. ***Electrical Items.*** All electrical items furnished shall meet all applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC or NEMA.

4. **SERVICE-RELATED CONTRACTS.**

- 4.1. ***Contractor's Obligations.*** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Vendor's Solicitation Response in strict accordance with the terms, covenants, and conditions of the Contract Award and all applicable Federal, State, and local laws, rules, and regulations.
- 4.2. ***Competence of Contractor.***

- 4.2.1. The Contractor warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and/or provide all the goods required under a Purchase Order or Contract Agreement.
- 4.2.2. Only qualified personnel trained in the required services shall be employed by the Contractor.
- 4.2.3. The Contractor shall obtain all licenses/permits required for the performance of the services.
- 4.2.4. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services, which they will perform under the Contract.
- 4.2.5. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco, illegal drugs or controlled substances while on the job or on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job.
- 4.2.6. The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any of Contractor's employees, Subcontractors, or Subcontractor's employees from any District facility for whatever reason it determines necessary to maintain the safety, decorum, scheduling and day-to-day operations of the District.
- 4.3. ***Licensing and Certification.***
 - 4.3.1. If the Contract requires licensing and/or certification to perform services as required, the Contractor shall provide only qualified licensed / certified individuals to perform such tasks.
 - 4.3.2. The Contractor must maintain any required licenses / certification for the duration of the Contract.
 - 4.3.3. The District reserves the right to require the Contractor to show proof of licensing / certification at any time during the Contract Term.
- 4.4. ***Place and Condition of Work.***
 - 4.4.1. The District shall provide the Contractor access to the sites where the Contractor is to provide the goods or perform the services as required.
 - 4.4.2. The Contractor acknowledges that it has satisfied itself as to the nature of the District's service requirements and specifications, the location and essential characteristics of the work site(s) the quality and quantity of materials, equipment, labor and facilities necessary to provide the goods or perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the District harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.
- 4.5. ***Compliance with Safety Regulations.***
 - 4.5.1. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA).
 - 4.5.2. In case of conflict, the most stringent safety requirements shall govern.
 - 4.5.3. The Contractor shall indemnify and hold the District harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 4.6. ***Security and Background Investigations.***

- 4.6.1. The Contractor shall be responsible for ensuring the District is protected from potential threats that may be created by their employees.
- 4.6.2. If directed by the laws of the State of Texas, the Contractor shall adhere to any requirements that may be legislated during the term of any contract, or any enacted District policy.
- 4.6.3. The District will have the right to require Contractor's principles, Contractor's employees assigned to the Contract Award, Subcontractor's principles, and Subcontractor's employees assigned to the Contract Award, and any other individuals deemed to be providing goods or services for the District to be investigated (including fingerprinting) for criminal records and/or history.
- 4.6.4. The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any of Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees from any District facility for whatever security reason it determines necessary to maintain the safety of District employees and operations.
- 4.7. ***Subcontracts.*** Where a Subcontract may be used, the Contractor shall be fully responsible to the District for all acts and omissions of the Subcontracts just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontract any Contractual relationship between the District and any such Subcontract, nor shall it create any obligation on the part of the District to pay or to see to the payment of any moneys due any such Subcontract except as may otherwise be required by law.
- 4.8. ***District Policy for Work Attire.***
 - 4.8.1. The Contractor, its employees, and Subcontractor employees shall meet the minimum requirements of the District's dress code if required to have presence on District property.
 - 4.8.2. A copy of the manual that includes the dress code can be provided to the Contractor upon request.
- 4.9. ***Insurance for Services Performed.***
 - 4.9.1. State Certificate of Insurance. Prior to providing services as a result of a Contract Award, the Contractor shall provide the District with a completed State Certificate of Insurance Form 20.102 (only the State forms are acceptable) providing the below listed coverage or such coverage as may be required in the Solicitation.
 - 4.9.2. Waiver of Subrogation Endorsement. Waiver of Subrogation Endorsement in favor of the District shall be a part of each policy for coverage listed. The District will allow deductible policies. The Contractor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified in the Solicitation.
 - 4.9.3. Proof of Insurance. For the duration of this Contract, the Contractor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with this project:
 - 4.9.3.1. Workers' Compensation as required by law.
 - 4.9.3.2. Comprehensive Liability with Bodily Injury Limits of \$500,000 for each accident and \$1,000,000 for the aggregate. It shall include Property Damage Liability Insurance with limits of \$500,000 for each accident and \$1,000,000 for the aggregate.
 - 4.9.3.3. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Contractor, with combined single limit of \$1,000,000.
 - 4.9.4. Certificate of Insurance.

- 4.9.4.1. A certificate of insurance for each of the above policies shall be delivered to the Klein ISD before providing services as a result of a Contract Award.
- 4.9.4.2. At any time during the Contract Term or any extensions the Certificate of Insurance lapses, the Contractor shall provide to the District an updated certificate.

4.10. ***Right to Audit.*** The District will have the right to audit the Contractor's books and records pertaining to all goods and services during the hours of the normal workday during the term of agreement and for a period of five (5) years following expiration of the Contract.

KLEIN INDEPENDENT SCHOOL DISTRICT
NOTICE TO “NO BID/PROPOSAL” FORM

Dear Proposer:

Please check the appropriate box below, complete the remainder of this form and return it prior to the scheduled date and time:

- ☐ Our company cannot provide a quote for the line items listed in this request. Please move our name and address to the following category(ies) so that we may bid/submit a proposal at a later date:

Category(ies): _____

- ☐ We have chosen not to submit a bid/proposal at this time, but would like to remain on your list for this bid/proposal category. We did not submit a bid/proposal because:

Reason(s): _____

- ☐ Please remove our name from all Klein Independent School District lists until further notice.

Reason(s): _____

Company Name: _____

Representative: _____

Address: _____ Phone: _____

Name of Bid/Proposer and Opening Date: _____

PLEASE RETURN THIS FORM ONLY TO:

Klein ISD Notice of “No-Bid/Proposal” 7200 Spring Cypress Rd. Klein, TX 77379-3299

Authorized Signature: _____

Title: _____ Date: _____

Thank you for your time and assistance.

Proposers who respond to this invitation with a completed bid/proposal form will remain on our mailing list. Proposers making no response at all will be removed from that listing.

KLEIN INDEPENDENT SCHOOL DISTRICT
AFFIDAVIT OF NON-COLLUSION

By submission of this bid/proposal/quote, the undersigned certifies that:

- A. This bid/proposal/quote has been independently arrived at without collusion with any bidder/proposer or competitor;
- B. This bid/proposal/quote has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder/proposer competitor or potential competitor, prior to the opening of bids/proposals/quotes for this project;
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid/proposal/quote;
- D. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder/proposer as well as to any person signing in his behalf.

Company Name

Address

City/State/Zip

Phone Number/Fax Number

Authorized Signature

Print Name/Title

**KLEIN INDEPENDENT SCHOOL DISTRICT
CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Klein Independent School District to determine the residence of its offerors. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder/proposer’ refers to a person who is not a resident.
- (4) ‘Resident bidder/proposer’ refers to a person whose principal place of business is in this state, including contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder/proposer unless the nonresident underbids the lowest bid/proposal submitted by a responsible resident bidder/proposer by an amount that is not less than the amount by which a resident bidder/proposer would be required to underbid the nonresident bidder/proposer to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that

(Name of company bidding/proposer)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder/Proposer or _____ Non-resident Bidder/Proposer

My/Our principal place of business under Section: 225201 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized
Company Representative

Print Name

Title

Date

KLEIN INDEPENDENT SCHOOL DISTRICT

REQUEST FOR COMPETITIVE SEALED BID/PROPOSAL COMPLIANCE FORMS

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 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.

I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Name of Proposer: _____
(please type or print)

Name of Company Official: _____
(please type or print)

CHECK THE FOLLOWING APPLICABLE STATEMENT AND SIGN/DATE BELOW:

- _____ A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- _____ B. My firm is not owned or operated by anyone who has been convicted of a felony.
- _____ C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual(s): _____

Details of conviction(s): _____

Signature of Authorized Agent

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date