

# New Caney Independent School District Notice of Request for Proposal

## 150.20 – III Instructional Software & Online Learning

**Opening Date/Time:**

**Date:** June 03, 2021

**Time (not later than):** 11:15am (Local Time)

**Posted**

May 12, 2021

**Submit Response to:**

New Caney ISD Purchasing Department  
21580 Loop 494  
New Caney, TX 77357

**District Contact:**

JW Kirkham  
Director of Purchasing  
[jkirkham@newcaneyisd.org](mailto:jkirkham@newcaneyisd.org)

**Please submit 1 Original through the online link:**

<https://tx50000191.schoolwires.net/Page/439>

### **Special Instruction:**

**Documents must be received prior to Opening Date/Time listed above. Any response received after this date/time will not be considered.**

Proposers finding errors, requests for additional information, or corrections that need to be made in this proposal shall contact the Purchasing Department in writing before **May 27, 2021 at 4pm (Local Time)**. Any changes to the RFP and/or Q&A (if needed) will be posted (not later than) **May 28, 2021**. Changes or Q&A can be found by going to the Purchasing Website via the NCISD Website: [www.newcaneyisd.org](http://www.newcaneyisd.org)

**Response envelopes should be marked on the lower left hand corner as follows:**

RFP #150.20 – III Instructional Software & Online Learning

As a notification of your intent to bid, **please begin by completing this page and emailing it immediately to New Caney ISD Purchasing Department.** (Email: [jkirkham@newcaneyisd.org](mailto:jkirkham@newcaneyisd.org)). **DO NOT** email other documents with this form. Please include the original of this form when submitting your entire response.

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Contact Name** \_\_\_\_\_ **Email** \_\_\_\_\_

### **CERTIFICATION:**

\_\_\_\_\_ (Individual/Company/Firm) hereby notifies New Caney Independent School District of our intention to respond to stated request. Furthermore, I certify that I am an agent of the company authorized to enter into a contractual relationship on behalf of the Company listed above and I have read and understand the General Terms and Conditions for this request located on the District's Website: [www.newcaneyisd.org](http://www.newcaneyisd.org) (under Departments – go to Business & Finance - Purchasing). For any discrepancies between the General Terms and Conditions and this proposal; the proposal shall supersede. Company acknowledges that all documents must be received by the District prior to the opening date/time stated in the request.

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**RFP #150.20 – III Instructional Software & Online Learning**  
**RFP Opening: 06/03/2021 @ 11:15am**

**GENERAL PROVISIONS**  
**For Purchasing Solicitations and Contracts**

*The following General Provisions are hereby issued in accordance with the laws, rules, and policies set forth through the EDGAR 2 C.F.R. Part 200, Texas Education Code, Chapter 44 and New Caney ISD policies, and may be amended as required by New Caney ISD. Issuance of this RFP does not commit New Caney ISD, in any way, to pay any costs in the preparation and submission of the RFP nor does the issuance of this RFP obligate New Caney ISD to award a contract or purchase. Vendor(s) shall be responsible for all costs related to the preparation and submission of the RFP. Prospective Vendors are cautioned to read and understand the General Provisions set forth in this document prior to responding to a New Caney ISD Solicitation. Any exceptions to or failure to follow these General Provisions, unless otherwise directed within the Solicitation, may be cause for a Vendor’s Solicitation Response to be deemed non-responsive and disqualified by New Caney ISD. 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.*

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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 New Caney ISD's Business Office.

<b>Term</b>	<b>Definition</b>
Addendum.....	A document that has been issued by New Caney ISD 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 New Caney ISD and the Vendor.
Alternate or Substitute.....	A good or service substituted for another by a Vendor with approval of the New Caney ISD Purchasing Director.
Bid.....	Vendor's response to a Request for Bid or RFB. The term may be used to represent all types of solicitations.
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 exist 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 New Caney ISD Contract; or any other facts that exist which New Caney ISD, at its sole discretion, determines during the Solicitation or the performance of an existing New Caney ISD 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 New Caney ISD policy and state law.
Contract Award.....	The acceptance of a Quote, Bid, Proposal or Offer; a Purchase Order, New Caney ISD Contract Agreement, or other formal notification of award issued by an authorized official of the New Caney ISD's Business Office.
Contract Documents.....	A set of documents that create an Agreement that has been agreed upon and signed by both New Caney ISD and the Vendor.
Contract Term.....	The length of time a Contract or Agreement will be available for use by New Caney ISD.
Contractor.....	The awarded Vendor(s) of a specific Solicitation.
Deliverable.....	Goods or services which are required by a Contract Award to be provided to New Caney ISD 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.
New Caney ISD Business Day	Days New Caney ISD is officially conducting business (excludes weekends, New Caney ISD observed holidays, etc.).

New Caney ISD Web Site.....	The official New Caney ISD web site, available at <a href="https://www.newcaneyisd.org/Page/1">https://www.newcaneyisd.org/Page/1</a>
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 New Caney ISD Business Office informing a Vendor that a Contract has been awarded to the Vendor based on its 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 architects, engineers, attorneys, or certified public Directors as described in Texas Education Code 44.031(f).
Proposal.....	Vendor's response to a Request for Proposal (RFP).
Purchase Order.....	Formal order for goods, materials and/or services from a Vendor; a binding commitment for the New Caney ISD to remit payment to the Vendor after the item(s) and an invoice are received by New Caney ISD.
Purchasing Director.....	The Purchasing Director is the New Caney ISD's approved business representative for all matters of solicitation, evaluation, award, and administration of a Contract Award. Vendors shall address all business/contract issues about a Contract Award to the Purchasing Director, JW Kirkham <a href="mailto:jkirkham@newcaneyisd.org">jkirkham@newcaneyisd.org</a>
Quote.....	Vendor's response to a Request for Quote.
RFO.....	Request for Offer. Used solely for technology purchases issued through the State of Texas / Department of Information Resources (DIR) procurement processes.
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.....	Request for Proposal. Solicitation method used to acquire highly technical, negotiated goods or services. Standard RFPs will allow for evaluations based on specific criteria established within the RFP. Used primarily for higher dollar valued purchases but may be used for smaller purchases where requirements warrant this Solicitation method. Negotiations are allowed prior to the award.
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 RFB, CSP, RFO, RFQ or RFP.

Solicitation Response.....	Vendor's response to an RFB, CSP, RFO, RFQ, RFP or other Solicitation issued by New Caney ISD.
Solicitation Tabulation.....	Official tabulation of Solicitation Responses issued by the Business Office after Contract Award.
Subcontractor.....	Company or business that has contracted with the prime contractor for performing services for the New Caney ISD. The prime contractor is responsible to the New Caney ISD for the work performed by the subcontractor. No contract will exist between the subcontractor and New Caney ISD.
Term Contract.....	An awarded Contract for delivery of goods or performance of services by a Vendor.
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 New Caney ISD that they have an interest in the Solicitation and are added to the initial list of Vendors.

## SOLICITATION INFORMATION AND INSTRUCTIONS

1. **NEW CANEY ISD OVERVIEW.**

1.1. New Caney ISD is located in New Caney, Texas.

1.2. The New Caney ISD currently provides professional development, technical assistance and management of educational programs to 19 campuses district-wide.

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

2.1. ***Firm-Fixed Price.***

2.1.1. Prices shall be firm-fixed for the term specified in the Contract, and all extensions exercised by New Caney ISD.

2.1.2. No increases will be allowed during the contract term.

2.1.3. Price decreases are acceptable at any time during the term of the Contract.

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

2.2.1. Prices shall be firm for a term specified in the Contract.

2.2.2. Prices can be adjusted based on escalation provisions as identified in the Contract.

2.2.3. The New Caney ISD 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.

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

2.3.1. Discount or cost markup shall be firm-fixed for the period specified in the Contract, but prices may vary based upon changes in the New Caney ISD approved price list or other pricing document by the method and frequency as identified in the Contract.

2.3.2. Used when the pricing is based on a discount or a cost-plus mark-up percentage from an established, publicly recognized price list.

2.3.3. 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.

2.3.4. 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. New Caney ISD shall be the sole determinate as to acceptability.

2.3.5. Unless otherwise indicated within the Solicitation, the period of acceptance shall be no earlier than ten (10) Business Days from receipt and approval.

2.3.6. In order for a price list to be changed, a new or amended price list must be submitted to the Business Office by the Vendor and approved by the New Caney ISD Purchasing Director within the Contract time specified prior to the requested price change. Otherwise, the last New Caney ISD approved price list remains in effect until such time that New Caney ISD approves the price change.

2.3.7. Prices for this type of Contract cannot be increased for thirty (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.

3. **CONFLICT OF INTEREST.**

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

3.1.1. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with New Caney ISD must file a Vendor Conflict of Interest Questionnaire with the New Caney ISD Business 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.

- 3.1.2. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with New Caney ISD must file a Form 1295 Certificate of Interested Parties through the Texas Ethics Commission.
- 3.1.3. These requirements apply to a person who is an agent of a vendor in the Vendor's business with the New Caney ISD.
- 3.1.4. Forms and additional information are available on The Texas Ethics Commission's website at: [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) and [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- 3.2. **Employee.**
  - 3.2.1. All Vendors must disclose the name of any New Caney ISD employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches.
  - 3.2.2. Failure to provide such conflict of interest information may be grounds for disqualification of the bid or cancellation of a contract resulting from this Solicitation.
  - 3.2.3. Purchase of services or equipment from a business owned in whole or in part by an New Caney ISD employees shall be permitted only when approved by the Executive Director and executed through a documented competitive process.
4. **SOLICITATION PRICING.** Solicitation prices must be firm for sixty (60) days from Solicitation opening/bid closing date until award, unless otherwise specified in the Solicitation.
5. **QUANTITIES.** Any quantities listed within the Solicitation are a close approximation based on requirements and available funds, but New Caney ISD 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.
6. **BUY AMERICA ACT.** New Caney ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.
7. **REQUEST FOR EXPLANATION / INTERPRETATION.**
  - 7.1. Any explanation desired by a Vendor regarding the meaning or interpretation of this Solicitation must be submitted in writing to the Purchasing Director identified in the Solicitation via email 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.
  - 7.2. All requests must include all contact and Solicitation information to be considered. Failure to provide this information may delay a response from New Caney ISD. New Caney ISD 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 the request.
  - 7.3. Once a request is received, a notification of receipt by New Caney ISD will be forwarded to the contact email address.
8. **DELIVERY TERMS.**
  - 8.1. All goods or products included in the Solicitation shall be F.O.B. ("Free on Board") destination full freight allowed, unless otherwise indicated within the Solicitation.
  - 8.2. All goods or products will be considered full freight prepaid and allowed, and included in the unit price.
  - 8.3. The place of delivery shall be set forth in the block of the purchase order entitled "Ship To".
  - 8.4. New Caney ISD 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.
  - 8.5. Services shall be provided/scheduled as specified or directed by New Caney ISD.
9. **SUPPLIER DIVERSITY PROGRAM.** The New Caney ISD Supplier Diversity Program (SDP) ensures that New Caney ISD will use its best efforts to encourage small, minority and women-owned businesses to participate in current and future purchasing of all goods and services.
  - 9.1. **Program Definitions.**
    - 9.1.1. "*Small Business*" is defined as a business entity which is independently owned and operated, and which is not dominant in its field of operation. The business employs less than 50 employees and/or has less than \$3 million in annual business volume from this local operation.
    - 9.1.2. "*Minority Business*" is a business entity which is at least 51% owned by one or more minority individual(s) or, in the case of any publicly owned business, at least 51% of the

stock is owned by one or more of the minority individual(s) and whose management and daily business operations are controlled by one or more of the minority individual(s) who own it. A minority individual means residents of the United States who are members of any one of the following groups:

9.1.2.1. African Americans;

9.1.2.2. Hispanics;

9.1.2.3. American Indians;

9.1.2.4. Asian Americans;

9.1.2.5. Alaska Natives;

9.1.2.6. Pacific Islanders; and

9.1.2.7. Other individuals found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act.

9.1.2.8. *“Woman Business Enterprise”* means a business entity which follows the same guidelines as a Minority Business Enterprise but which is at least 51% owned by one or more women, or in the case of any publicly owned business, at least 51% of the stock is owned by one or more of the women owners and whose management and daily business operations are controlled by one or more of the women who own the entity.

## 9.2. **Certification.**

9.2.1. Any business wishing to be identified by New Caney ISD as a small, women-owned or minority business shall be certified as such by either:

9.2.1.1. The State of Texas or Texas Local Government which conducts a certification program; or

9.2.1.2. “Self-certification” of a business entity under one of the definitions listed above.

## 10. **SAMPLE REQUIREMENTS.**

10.1. New Caney ISD 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 New Caney ISD under contract.

10.2. The Vendor should not submit a sample with the Solicitation Response unless directed to do so.

### 10.3. **Request of Sample.**

10.3.1. 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 Purchasing Director.

10.3.2. Samples must be received by the New Caney ISD Business Office within five (5) Business Days after written notification is issued, unless the notification instructs otherwise.

10.3.3. A representative sample of the item(s) offered must be provided. Award recommendations will be based on samples and any future items ordered will be of the same quality and grade of the sample submitted.

10.3.4. The Vendor will cover all costs in shipping and providing the sample product to New Caney ISD.

10.3.5. Failure to provide a requested sample may disqualify the Vendor from further consideration in award of the associated Solicitation item.

10.3.6. 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.

### 10.4. **Sending of Samples.**

10.4.1. If a sample is required by New Caney ISD, samples must be clearly marked with the following information:

10.4.1.1. The word "Sample" in large print;

10.4.1.2. The name of the company submitting the sample; and

10.4.1.3. The number and title of the Solicitation or Contract.

### 10.5. **Return of Samples.**

10.5.1. Unless specifically requested, all samples provided shall become the property of New Caney ISD.

10.5.2. If the sample is required by the Vendor to be returned, any and all costs associated with the return of the sample will be the responsibility of the Vendor.

11. **CONFIDENTIALITY.** Trade secrets and confidential information contained in the proposals must be clearly identified as such. If a vendor believes that a proposal is or parts of a proposal are confidential, then the business organization must so specify. The vendor must stamp in bold letters “**CONFIDENTIAL**” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be

considered public information even though parts are marked confidential. Copyrights proposals are unacceptable and will be disqualified as unresponsive.

12. **OPEN RECORDS POLICY.** New Caney ISD is a government entity and subject to the Texas Public Information Act. Responses submitted to New Caney ISD as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response, which they believe, are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exceptions.

The determination of whether information is confidential and not subject to disclosure under the Public Information Act is the duty of the Office of Attorney General (AOG). New Caney ISD must provide the OAG sufficient information to render an opinion and, therefore, vague and general claims to confidentiality by the Vendor are not acceptable. New Caney ISD shall comply with the opinions of the OAG. New Caney ISD assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## SOLICITATION RESPONSE

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 who have been given authority to bind the Vendor under contract.
    - 1.2.2. The Solicitation Response must be signed by an authorized signer;
  - 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 New Caney ISD 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. An unsigned Solicitation Response will be deemed non-responsive by New Caney ISD 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.
  - 1.7. All Solicitation Responses and accompanying samples or documents of any kind become the property of New Caney ISD. New Caney ISD will be under no obligation to return any part of a Solicitation Response to a Vendor.
2. **ADDENDA.** Should an addition or correction become necessary after a Solicitation is issued, an Addendum or notice will be posted online on the district website; > Departments > Business & Financial Services > Purchasing > Bid Opportunities.
  - 2.1. Responders are responsible for checking for addenda.
3. **BRAND NAME AND PRODUCT NUMBER REFERENCE.**
  - 3.1. 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.
  - 3.2. "Purchasing Director approved equal" indicates that New Caney ISD will consider other manufacturer's product that meets or exceeds the published specifications. New Caney ISD shall make the final determination of acceptable substitutions.
  - 3.3. Products of inferior quality will be rejected.
  - 3.4. If the bid/proposal space is left blank, New Caney ISD will consider the bid/proposal to be as specified.
4. **ATTACHMENTS.**
  - 4.1. Vendors shall include attachments to describe goods or services being offered (to include pricing) and/or to exhibit that products offered meet all written specifications; however, Vendors shall not submit samples unless requested to do so.
  - 4.2. Page and paragraph numbers shall properly reference each page of an attachment in the Solicitation Response.
  - 4.3. The name of the Vendor submitting the attachment shall also be prominently displayed on each page of the attachment.
  - 4.4. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the Solicitation Response in writing.
  - 4.5. **WARNING:** *Any added terms or conditions may result in disqualification of a Solicitation Responses (e.g., Solicitation Responses subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, waiver of immunities, change in venue, etc.).*
5. **SITE VISITATION.**
  - 5.1. The Vendor shall be responsible for fully understanding the scope of the Solicitation, and if considered applicable to the goods or services being solicited, New Caney ISD recommends that Vendors visit the New Caney ISD site and examine the space and/or

- equipment to be serviced. Vendors must obtain approval from the Purchasing Director before visiting any New Caney ISD locations.
- 5.2. Pre-submittal conferences may be established by New Caney ISD to allow Vendors access to the associated facility.
  - 5.3. The prospective Vendor shall carefully examine the venue(s), specifications, and requirements.
  - 5.4. If necessary, Vendors shall secure additional information from the Purchasing Director which may be requisite to a clear and full understanding of the work.

## 6. REFERENCES.

- 6.1. 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 similar to New Caney ISD in size and structure, if possible.
- 6.2. New Caney ISD 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.

## 7. CERTIFICATIONS AND REPRESENTATIONS.

- 7.1. The Vendor shall complete, sign and provide all documents as required by the Solicitation.
- 7.2. Based on the type of Solicitation, the forms that may be required are:
  - 7.2.1. Felony Conviction Notice.
    - 7.2.1.1. State of Texas Education Code, Section 44.034 requires that a person or business entity (excluding publicly-held corporations) that enters into a Contract with New Caney ISD shall give advance notice to New Caney ISD if the person or an owner or operator of the business entity has been convicted of a felony.
    - 7.2.1.2. New Caney ISD may terminate a Contract with a person or business entity if New Caney ISD 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.
  - 7.2.2. Vendors shall complete, execute and return as part of the Solicitation Response the Felony Conviction Notice information referenced in the Solicitation.
  - 7.2.3. Proposal Certification and Affirmation (Proposals only). This document must be signed by an authorized representative who 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.
  - 7.2.4. W-9 Certificate. The Vendor is required to submit with its 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>.
  - 7.2.5. Conflict of Interest Questionnaire. This document must be completed and signed by an authorized representative who 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.

## 8. SUBMISSION OF SOLICITATION RESPONSES.

- 8.1. A Solicitation Response shall represent a true and correct statement and shall contain no cause for claim of omission or error.
- 8.2. If directed by the Solicitation, the Vendor shall provide any and all certifications, forms, and documents as stated within the Solicitation.
- 8.3. **Responses**
  - 8.3.1. Solicitation Response must contain:
    - 8.3.1.1. Initialed RFP pages;
    - 8.3.1.1. Solicitation with Vendor's Certification;
    - 8.3.1.2. Required Submission Documents;
    - 8.3.1.3. Specification documents, if applicable;
    - 8.3.1.4. The certifications and representations as applicable;
    - 8.3.1.5. Any additional documents required by the Solicitation.
- 8.4. **Each proposal must be submitted in duplicate** (original and one copy) in a SEALED opaque envelope (or other non-transparent package or container). The outside of the proposal envelope (or other package or container) must bear the following in clear and legible form:

8.4.1. In the upper left-hand corner, print the full name and address of the proposing entity and the name and telephone number, including the area code, of the person to contact with questions about the proposal.

8.4.2. In the lower left-hand corner, "SEALED PROPOSAL", the proposal name, proposal number, and submission deadline.

8.4.3. Proposals may be submitted by U.S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or other courier or delivery service, the sealed proposal envelope, identified as indicated above, should be enclosed in another envelope addressed as specified below.

8.4.3.1 Proposals must be addressed and delivered to:

NCISD Administration –  
Attn: Purchasing RFP 150.20 III Instructional Software & Online Learning  
21580 Loop 494  
New Caney, TX 77357

8.4.4 Proposals which are opened prior to the proposal opening because of failure to adhere to the above addressing and identification criteria will not be considered and will not be returned.

9. **WITHDRAWAL OF A SOLICITATION.** Any Vendor who is extended the privilege of withdrawing a Bid/Proposal because of having proven mechanical error in the Solicitation Response may not be considered for an Award on similar items for a length of period deemed appropriate by New Caney ISD, usually considered one (1) year.
10. **SOLICITATION RESPONSE CERTIFICATION.** By signing and submitting a Solicitation Response, the Vendor certifies and represents to New Caney ISD that:
  - 10.1. The Solicitation Response has been reviewed by an authorized representative of the company or firm submitting the bid, proposal, offer or other Solicitation Response document;
  - 10.2. The Vendor's firm or any of its individuals have not prepared the Solicitation Response in collusion with any other Vendor or individual; and
  - 10.3. 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.
11. **LATE SOLICITATION RESPONSES.**
  - 11.1. Late Solicitation Responses will **NOT** be considered under any circumstances.
  - 11.2. A Solicitation Response will be considered late if the Solicitation Response is not received at the Business Office by the deadline provided in the solicitation.
  - 11.3. The Business Office will not be responsible for and no allowances will be made for misrouting of a Solicitation Response, delays caused by the Post Office, technical delays or problems, courier services, or any other delays.
  - 11.4. The official deadline date and time is determined by the New Caney ISD Business Office.

## SOLICITATION EVALUATION AND AWARD

1. **RESERVATIONS.** New Caney ISD expressly reserves the right to:
  - 1.1. Waive minor deviations from specifications if New Caney ISD 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. Extend the Solicitation opening time and date, the Contract Award date, or both;
  - 1.7. Specify approximate quantities;
  - 1.8. Increase or decrease the quantity specified in the Solicitation;
  - 1.9. Consider and accept alternate Solicitations, if specified in the Solicitation, when it is considered in the best interest of New Caney ISD;
  - 1.10. Procure any goods or services by other means;
  - 1.11. Purchase no goods or services.
  
2. **COMPETITIVE SELECTION USING BEST VALUE.**
  - 2.1. ***Solicitation.***
    - 2.1.1. All formal Solicitations will be evaluated using the Best Value method as defined in Texas Education Code 44.031(b) and EDGAR 2 C.F.R. Part 200.
    - 2.1.2. The Solicitation will usually indicate the criteria and ranking to be used to determine Best Value, In the absence of criteria in the Solicitation, the criteria in 2.1.3 will be used.
    - 2.1.3. In determining Best Value New Caney ISD will consider any or all of the following:
      - 2.1.3.1. Purchase price;
      - 2.1.3.2. Reputation of the Vendor and of the Vendor's goods or services;
      - 2.1.3.3. Quality of the Vendor's goods or services;
      - 2.1.3.4. Extent to which the goods or services meet New Caney ISD's needs;
      - 2.1.3.5. Vendor's past relationship with New Caney ISD;
      - 2.1.3.6. Impact on the ability of New Caney ISD to comply with laws relating to historically underutilized businesses;
      - 2.1.3.7. Total long-term cost to New Caney ISD to acquire the Vendor's goods or services;
      - 2.1.3.8. Vendor's principal place of business is in this state; or at least 500 employees are in this state;
      - 2.1.3.9. 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. New Caney ISD 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, New Caney ISD may make an Award or awards without discussion with any Vendor. New Caney ISD 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 be submitted on the most favorable terms.
    - 2.2.4. New Caney ISD anticipates making an award recommendation to the New Caney ISD Board of Directors at the next Board Meeting.
  
3. **EVALUATION.** New Caney ISD 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 New Caney ISD 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 New Caney ISD processes, includes the use of an evaluation team to determine the scoring.

4. **AWARD OF CONTRACT.**

- 4.1. New Caney ISD will indicate acceptance of a Vendor's Solicitation Response by issuance of a Purchase Order, 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 New Caney ISD Purchasing Director has attached thereto and/or referenced as part of the Purchase Order, constitutes an offer by the Purchasing Director 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 New Caney ISD 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 New Caney ISD. The Purchasing Director'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. New Caney ISD 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 Purchasing Director has expressly agreed with them in writing. By submitting a Solicitation Response to New Caney ISD 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 New Caney ISD 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 prior to the opening of the Solicitation;
    - 4.4.1.4. The accepted portions of the Vendor's Solicitation Response; 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 New Caney ISD 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, New Caney ISD 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.

## 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, Renewals and Extensions.***
  - 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. ***Renewal Contracts.*** In addition to the initial base contract year, New Caney ISD shall have the right to renew the contract for a period described in the official solicitation. Renewals may be offered for up to four (4) additional years (base year + 4 = 5 years total) provided both Purchasing Director and Seller are in mutual agreement.
  - 1.2.5. ***Short Term Contract Extension.***
    - 1.2.5.1. If New Caney ISD 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 180 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.*** New Caney ISD shall only allow price escalations within a Contract if such provisions were identified within the original Solicitation. Contract renewals will allow for escalation only at the time of renewal and contractor must submit price escalation on manufacturer's letterhead. New Caney ISD shall review escalation amount and determine if escalation is acceptable or not.
- 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 New Caney ISD Board of Directors or otherwise not made available to New Caney ISD.
  - 1.4.2. New Caney ISD'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. New Caney ISD shall provide the Contractor written notice of the failure of New Caney ISD 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 New Caney ISD 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 New Caney ISD Business Office must do so within seven (7) 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 New Caney ISD.
  - 1.5.3. Forms are also posted at the Texas Ethics Commission's website at: [www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).
- 1.6. ***Confidentiality.*** Subject to the Texas Public Information Act and any similar legal requirements, neither New Caney ISD nor the Contractor shall disclose any confidential

information without prior written approval. As applicable, Contractor shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and New Caney ISD policies.

- 1.7. **Debarment or Suspension.** The following shall be applicable to Solicitations that are funded by federal funds:
  - 1.7.1. 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.
  - 1.7.2. Covered transactions include procurement Contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).
  - 1.7.3. 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.
- 1.8. **Contract Kick-off Meeting.**
  - 1.8.1. New Caney ISD reserves the right to require the Contractor(s) to meet with New Caney ISD representatives prior to the start of the Contract.
  - 1.8.2. The meeting shall discuss at a minimum the performance requirements, service specifications, expectations of professionalism, and access issues, if necessary.
- 1.9. **Periodic Performance Reviews.**
  - 1.9.1. New Caney ISD reserves the right to require periodic performance reviews with the Contractor(s).
  - 1.9.2. These reviews shall evaluate, at a minimum, the Contractor's ability to:
    - 1.9.2.1. Provide goods or perform services within the required specifications and/or performance requirements;
    - 1.9.2.2. Meet New Caney ISD's schedule; and
    - 1.9.2.3. Perform in a professional manner.
- 1.10. **Usage Reports.**
  - 1.10.1. New Caney ISD 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. Usage reports will be in a computer generated format and made available in 5-7 business days after request.
  - 1.10.2. This right may be extended beyond the end of the Contract Period for a maximum of two years.
  - 1.10.3. The reports shall be in a mutually agreed upon format that is useful by New Caney ISD and made available by the Contractor.
- 1.11. **Rights to Work Product.**
  - 2.1.1. All Work Product shall be the sole property of New Caney ISD.
  - 2.1.2. 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 New Caney ISD.
  - 1.11.3. New Caney ISD has the right to legible and complete copies of any and all such work papers upon New Caney ISD's request.
- 1.12. **Disclosure of Intellectual Property Produced.**
  - 1.12.1. Contractor shall promptly disclose to New Caney ISD 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.
  - 1.12.2. All such Intellectual Property becomes the property of New Caney ISD.
  - 1.12.3. In addition, Contractor shall promptly disclose to New Caney ISD all Intellectual Property to which Contractor may acquire rights in connection with the performance of the services hereunder.
  - 1.12.4. 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.
  - 1.12.5. Promptly upon request, Contractor shall supply such additional information as New Caney ISD may require.
  - 1.12.6. Modification and Derivative Works.

- 1.12.6.1. New Caney ISD shall have the right, at its own discretion, to independently modify any Intellectual Property incorporated in the services for New Caney ISD's own purposes and use, through the services of its own employees or independent Contractors.
  - 1.12.6.2. New Caney ISD shall own all Intellectual Property Rights to such modifications.
  - 1.12.6.3. Contractor shall comply with all Laws and Regulations relating to Intellectual Property. Contractor represents and warrants to New Caney ISD that Contractor shall not infringe upon any Intellectual Property Rights of any third party.
  - 1.12.6.4. 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.
  - 1.12.6.5. 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.
- 1.13. **Gratuities and Bribes.**
- 1.13.1. New Caney ISD may, by written notice to the Contractor, cancel a Contract without liability to New Caney ISD if it is determined by New Caney ISD that gratuities or bribes were offered or given by the Contractor or any principal, agent or representative of the Contractor to any officer or employee of New Caney ISD with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract.
  - 1.13.2. In the event the Contract is canceled by New Caney ISD pursuant to this provision, New Caney ISD 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.
  - 1.13.3. Employees of New Caney ISD are prohibited from accepting gifts, including gift cards, cash, and checks, from outside entities providing or seeking to provide goods and services to New Caney ISD.
- 1.14. **Delays by New Caney ISD.** New Caney ISD will have the right to delay a scheduled delivery or other service performance dates by written notice to the Contractor if New Caney ISD deems it is in its best interest.
- 1.15. **Delays by the Contractor.**
- 1.15.1. If a Contractor foresees the delay of a scheduled delivery of a product or other service performance date, Contractor shall give timely notice to New Caney ISD.
  - 1.15.2. New Caney ISD may extend the delivery or service date for valid reasons.
  - 1.15.3. The Contractor must keep New Caney ISD advised at all times of the status of the goods or services.
  - 1.15.4. If the delay will create a burden on New Caney ISD, then New Caney ISD reserves the right to use any other means available to secure the goods or services outside the Contract.
- 1.16. **Copyrighted Products or Services.**
- 1.16.1. If commissioned by New Caney ISD, paid or unpaid, to create a design, artwork, or custom-made product or service, New Caney ISD shall be sole owner of any copyrights available for the end product.
  - 1.16.2. The Contractor shall turn over all relevant items, physical or electronic, to New Caney ISD upon request.
- 1.17. **Warranties and Remedies.**
- 1.17.1. Status. The Contractor warrants that any services performed under the terms of this agreement by the Contractor or persons under its employment on New Caney ISD property shall be done as an independent contractor and the persons doing such work shall not be considered employees of New Caney ISD.
  - 1.17.2. Price.
    - 1.17.2.1. The Contractor warrants the prices offered to New Caney ISD are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

- 1.17.2.2. 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.
- 1.17.2.3. In addition to any other remedy available, New Caney ISD 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.
- 1.17.3. Title.
  - 1.17.3.1. 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.
  - 1.17.3.2. The Contractor shall indemnify and hold New Caney ISD harmless from and against all adverse title claims to the Deliverables.
- 1.17.4. Deliverables.
  - 1.17.4.1. The Contractor warrants and represents that all Deliverables sold to New Caney ISD 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.
  - 1.17.4.2. 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.
- 1.17.5. Warranty Period.
  - 1.17.5.1. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the goods or services.
  - 1.17.5.2. If the manufacturer's warranty is less than the required warranty period, the Contractor shall warrant the Deliverables to the full extent as provided by the manufacturer.
  - 1.17.5.3. 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 New Caney ISD.
  - 1.17.5.4. 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.
  - 1.17.5.5. New Caney ISD 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 New Caney ISD's rights under this section.
- 1.17.6. Failure to Repair or Replace. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by New Caney ISD, then in addition to any other available remedy, New Caney ISD 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 New Caney ISD upon demand the increased cost, if any, incurred by New Caney ISD to procure such Deliverables from another source.
- 1.17.7. Damage Assessment.
  - 1.17.7.1. If a Contractor is in default on an order, New Caney ISD 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.
  - 1.17.7.2. Failure to pay a damage assessment is cause for Contract cancellation and/or debarment of the Contractor from New Caney ISD's Solicitation list for a minimum of one year.
- 1.17.8. Transfer of Manufacturer's Warranty.

- 1.17.8.1. 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 New Caney ISD.
- 1.17.8.2. If, for any reason, the manufacturer's warranty cannot be fully transferred to New Caney ISD, the Contractor shall assist and cooperate with New Caney ISD to the fullest extent to enforce such manufacturer's warranty for the benefit of New Caney ISD.
- 1.17.9. Services. The Contractor warrants and represents that all services to be provided to New Caney ISD 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.
- 1.17.10. 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.
- 1.17.11. 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, New Caney ISD 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 New Caney ISD upon demand the increased cost, if any, incurred by New Caney ISD to procure such goods or services from another source.
- 1.18. ***Indemnification***.
  - 1.18.1. New Caney ISD shall not be required to indemnify and hold harmless the Contractor and its agents and employees.
  - 1.18.2. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless New Caney ISD 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 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.
  - 1.18.3. In any and all claims against New Caney ISD 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.
- 1.19. ***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 New Caney ISD 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.
  - 1.19.1. 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. Invoices shall be mailed to New Caney ISD, 21580 Loop 494 New Caney, TX 77357, Attention: Accounts Payables.
  - 1.19.2. Federal excise taxes, State taxes, or sales taxes shall not be included in the invoiced amount. New Caney ISD is not liable for these taxes. New Caney ISD will furnish a tax exemption certificate upon request.

1.19.3. All valid and complete invoices received by New Caney ISD will be paid within thirty-day (30) of New Caney ISD's receipt of the Deliverables or of the invoice, whichever is later.

1.19.4. New Caney ISD may implement a procurement card program for payment purposes. While New Caney ISD will continue to use purchase orders for placement of orders utilizing this contract, New Caney ISD would like to begin the use of a procurement card. Procurement card acceptance will be the preferred method of payment, but is not required and will not be the exclusive method of payment.

Vendor benefits are derived from prompt payment. Unlike the purchase order method for payment, which causes contractors to wait for payment for up to thirty (30) days after receipt of services, funds for procurement card transactions are sent electronically through the banking system into the vendor's business checking account in approximately three days. In addition, contractors do not have to manage and collect receivables or post and process checks for each customer payment.

Contractor must maintain proposal prices and may not pass on any additional fee(s) that may be assessed from using procurement cards as a form of payment from New Caney ISD. Any fees assessed will be the responsibility of the Contractor.

Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

1.20. **Right to Assurance.**

1.20.1. 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.

1.20.2. 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.

1.20.3. **Advertising.** The Contractor shall not advertise or publish, without New Caney ISD's prior consent, the fact that New Caney ISD has entered into a Contract with Contractor.

1.20.4. **Funding Out.** New Caney ISD shall have the right to fund out of any contract, lease, or agreement if it loses funding for the new fiscal year without incurring any penalties or charges.

1.20.5. **Right to Cancel.** New Caney ISD shall have the right to cancel a contract with a thirty (30) day written notice to the contractor without any penalties.

2. **CONTRACT AGREEMENTS.**

2.1. **Inclusions.**

2.1.1. Contract Agreement shall include Agreements, Contract Awards, Contract Documents, Purchase Orders and Service Contracts.

2.1.2. The bid document, when appropriately accepted by New Caney ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and New Caney ISD. No different or additional terms will become part of this contract with the exception of Change Orders.

2.2. **Interpretation.**

2.2.1. The Contract Documents are intended by the Contractor and New Caney ISD 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 New Caney ISD 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 New Caney ISD 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 Montgomery 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 New Caney ISD 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. **Force Majeure**

- 2.5.1. The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.
- 2.5.2. The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall vest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.
- 2.5.3. Delay or failure of performance by either party to this contract, caused solely by a Force Majeure event, shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.
- 2.5.4. Neither New Caney ISD nor its members will be responsible for any costs incurred by the vendor because of the Force Majeure event unless New Caney ISD or its member has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and New Caney ISD has agreed in such writing to incur such additional costs.
- 2.5.5. Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, New Caney ISD shall have the option to terminate this contract in accordance with Part V of this General Terms and Conditions document entitled "Contract Terms, Conditions, and Requirements". Furthermore, this section shall not be interpreted as to limit or otherwise modify any of New Caney ISD's rights as provided elsewhere in this contract.

2.5. **Termination for Default.**

- 2.5.1. In the event of a default by the Contractor, New Caney ISD 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 New Caney ISD Purchasing Director'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, New Caney ISD will be entitled to recover all actual damages, costs, losses and expenses, incurred by New Caney ISD 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, New Caney ISD may debar the Contractor from the New Caney ISD'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. New Caney ISD 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. New Caney ISD 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 New Caney ISD 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 New Caney ISD.
    - 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 New Caney ISD 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 New Caney ISD 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 Business Days as identified within the Solicitation after receipt of order (ARO).
    - 3.1.2. All products shall be delivered F.O.B. destination, full freight allowed unless otherwise indicated within the Contract Award.
  - 3.2. **Hours for Delivery.**
    - 3.2.1. New Caney ISD (warehouse) delivery hours are Monday – Thursday 8:00 a.m. to 4:00 p.m. and Friday 8:00 a.m. to 3:00 p.m.
  - 3.3. **Facilities.** New Caney ISD is equipped for dock-level deliveries (semi-trucks only).
  - 3.4. **Inside Delivery.** The Contractor shall make inside deliveries within a facility to a location determined by New Caney ISD if required within the Solicitation.
  - 3.5. **Expedited Deliveries.**
    - 3.5.1. In case of an urgent need for an expedited delivery by New Caney ISD, the Contractor is requested to supply the needed material immediately, if possible.
    - 3.5.2. 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 New Caney ISD or the Contractor.
  - 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. New Caney ISD, address and purchase order number; unless credit card is used;
  - 3.6.2.3. Box number and total number of boxes, 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 to requirements of common carriers and any applicable specifications. New Caney ISD'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. New Caney ISD expressly reserves all rights under law, including but not limited to, 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 New Caney ISD.
  - 3.8.3. 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.
  - 3.8.4. Goods, which have been delivered and rejected in whole or in part, may be, at New Caney ISD's option, returned to the Contractor at Contractor's risk and expense or disposed of in accordance with New Caney ISD's policies.
  - 3.8.5. 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 New Caney ISD.
  - 3.9.2. New Caney ISD 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 New Caney ISD Business 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) 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 Business Office prior to its effect.
- 3.9.5.9. New Caney ISD 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.
- 3.11. **Termination.** New Caney ISD 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.
- 3.12. **Termination for Convenience.**
  - 3.12.1. New Caney ISD 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.
  - 3.12.2. New Caney ISD 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.
- 3.13. **Equal Employment Opportunity (EEO) Disclosures.**
  - 3.13.1. By submission of a proposal, the vendor agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to, an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.
  - 3.13.2. The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation, it will remain in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).
  - 3.13.3. The occurrence of any prohibited discrimination will constitute Vendor's breach of contract due to a substantial failure by the Vendor to fulfill its obligations, whereupon New Caney ISD may terminate the Vendor's contract for cause.

#### 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 New Caney ISD's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job.
  - 4.2.6. New Caney ISD reserves the right to prevent, forbid, and/or temporarily or permanently bar any of Contractor's employees, Subcontractors, or Subcontractor's employees from any New Caney ISD facility for whatever reason it determines necessary to maintain the safety, decorum, scheduling and day-to-day operations of New Caney ISD.

- 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. New Caney ISD 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. New Caney ISD 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 New Caney ISD'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.
- 4.4.3. The Contractor hereby releases and holds New Caney ISD 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 New Caney ISD 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 New Caney ISD 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 New Caney ISD is protected from potential threats that may be created by its 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 New Caney ISD policy.
- 4.6.3. New Caney ISD will have the right to require Contractor's principles, Contractor's employees assigned to the Contract Award, Subcontractor's principles, Subcontractor's employees assigned to the Contract Award, and any other individuals deemed to be providing goods or services for New Caney ISD to be investigated (including fingerprinting) for criminal records and/or history.
- 4.6.4. New Caney ISD reserves the right to prevent, forbid, and/or temporarily or permanently bar any Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees from any the New Caney ISD facility for whatever security reason it determines necessary to maintain the safety of New Caney ISD employees and operations.
- 4.7. **Subcontracts.** Where a Subcontract may be used, the Contractor shall be fully responsible to New Caney ISD 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 New Caney ISD and any such Subcontract, nor shall it create any obligation on the part of New Caney ISD 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. **New Caney ISD Policy for Work Attire.** The Contractor, its employees, and Subcontractor employees shall not wear any T-shirts or clothing that has offensive language, pictures or signs. New Caney ISD prefers contractors, its employees and subcontractors to wear uniforms with identification badges when on New Caney ISD premises.
- 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 New Caney ISD 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 New Caney ISD shall be a part of each policy for coverage listed. ESC Region 11 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 maintain workers' compensation insurance as required by law and shall provide proof and maintain insurance coverage applicable to liability which could be incurred in conjunction with this project in accordance with New Caney ISD insurance requirements.
- 4.9.4. Certificate of Insurance.
  - 4.9.4.1. A certificate of insurance for each of the above policies shall be delivered to New Caney 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 should the Certificate of Insurance lapse, the Contractor shall provide to New Caney ISD an updated certificate.
- 4.10. **Right to Audit**. New Caney ISD 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.

## SCOPE &amp; SPECIFICATIONS

1. **REQUEST FOR PROPOSAL DEFINED.** The intention of this Request for Proposal (RFP) is to solicit proposals for Instructional - Education Software Services. Contractors may choose to include supporting materials in conjunction with their products and services within their Solicitation response. However, the intent on this RFP is not for materials only. You must include pricing on at least one of domains listed within the specifications and answer the questions attached to each domain. Your proposal submission must include the required domain information, your qualifications to present listed domain content, pricing structure and all required RFP documents (please refer to the Forms and Submittals Checklist) **\*\*\*Failure to include this information will disqualify your response.**

2. **SCOPE OF SERVICES.** New Caney ISD is requesting proposals from qualified companies for Instructional Software & Online Learning. Proposers are required to review the specifications and propose on these services. New Caney ISD will evaluate proposals and recommend contractors that provide the best value.

2.1. New Caney ISD will purchase goods and services on an **“as needed basis”**.

2.2. No guaranteed annual volume is implied or expressed. New Caney ISD will place orders from the awarded contractors according to the best value for the New Caney ISD.

2.3. The term of this RFP contract award is a period ranging from the date of execution of the contract by the authorized representative of the New Caney ISD extending no later than the end of New Caney ISD fiscal year end. New Caney ISD may elect, with mutual agreement of awarded vendor(s), to extend any contract awarded pursuant to this procurement solicitation for up to one (1) additional one-year term (individually, a “Renewal Term”). No contract shall be executed until it has been reviewed and approved by the New Caney ISD Board of Directors in a duly called and posted meeting of the Board of Directors.

**\*\*\*You are only required to complete sections that apply to you or your company on the following:\*\*\***

3. **SPECIFICATIONS.**

**Organizational Capacity**

Provide evidence the organization has the human, organizational and technical capacity to deliver the proposed program.

Provide an organization chart which clearly shows the personnel slated to work on the project and how these staff members fit into the larger organization of the vendor.

Provide resumes of key personnel demonstrating the qualifications to deliver the services proposed.

Organization is capable of customizing services to meet the needs of New Caney ISD.

**Program Features**

Does the program provides a comprehensive and accessible video-based curriculum

Job-embedded professional development is available for teachers and paraprofessionals

The program has an assessment tool to assist in planning for appropriate interventions to address specific needs of the student.

The program provides on-line activities tied to TEKS-based curriculum.

The product allows for data collection using opportunity-based, frequency count, partial interval and duration recording methods.

The product offers different graph options, such as scatter plot, line and bar graphs for easy analysis.

The product offers customizable progress reports.

The product offers a way for educators to track progress on IEP goals and objectives.

The product provides automated prompts when goals, objectives and targets are mastered.  
The product allows the user to add phase change lines.

Parents can be given access to online videos and materials to support the student at home.

The product provides support for educators in writing measurable IEP goals and objects that are aligned to the Texas Education Knowledge Standards.

Lesson plans and teaching materials are provided to support implementation of the goals and objectives.

The program integrates with district special education IEP software.

### **Demonstrated Effectiveness**

Reports are automatically or timely generated that track properly

Reports are available to allow school personnel evaluate student progress and evaluate the effectiveness of interventions and supports

The program offers printable lesson plans and teaching materials for each lesson.

Progress measures are available for individual students.

Progress measures are available to monitor class needs or understand need for support at the teacher level.

Campus level progress reports are available to monitor campus needs.

District level progress reports are available to monitor district level needs.

### **Functional Alignment**

The program provides an assessment tool to identify individual areas of needed intervention.

The program provides online activities tied to the curriculum and instructional activities in the classroom.

The program is compatible with IEP programs and goals and objectives can be uploaded into the program electronically.

All forms are available in a program that can be electronically transported to other programs (IEP programs, Eduphoria, etc.)

### **Training and Support**

Type of support available (List in comments column)

Manuals and documentation are also provided in PDF & Word format.

Customers are authorized to print unlimited additional copies of documentation.

The system will be accompanied by written and online user manuals and other system support documentation.

The system contains online HELP documentation that is screen sensitive and customizable to customer's requirements.

The vendor shall provide a software update service that furnishes annual updates.

The system must provide advance copies of release notes that describe the changes that will be applied with a patch or version update.

"Annual support subscriptions are provided and include all of the following at no additional charge:

- a. software updates
- b. software maintenance conformal changes to TX requirements
- d. customer support website
- e. weekly notifications by email"

The vendor must provide up-to-date, accurate, extensive, online, and searchable documentation identifying step-by-step procedures for completing tasks and activities. In addition, District will require documentation for any customizations or configurations that are done. District would like the ability to edit documentation in order to customize for their business rules.

System should provide a context sensitive help feature. (Context-sensitive help is assistance that is appropriate to where the user is in the software application, and what they are trying to do.)

System should provide online help features for all screen elements (fields and screen error codes) explained in plain English.

"Vendor must offer service and support options including:

-7x24 phone support for critical, production-halt situations;

-Onsite/dial-in response within two business hours for production halt situations;

-7x12 phone support for non-production-halt situations; and

-On-site customization and trouble-shooting during implementation."

The vendor must have accurate and complete training materials for the current release of the software. They must have knowledgeable trainers readily available for on-site sessions with end-users, as well as availability of web delivered/distance learning training.

Vendor must have been in business for at least 10 years and must be able to provide evidence of 10 active installations, including at least one in a school district of more than 13,000 students.

### **Special Education**

Ability to input and track interventions for IEP and ARD for Special Education Information.

Provide the capability to transfer specific special education records to the new campus of enrollment if intra-district transfer.

Provide the capability to flag a student as receiving special education services and display only on "need to know" basis. [Special Symbol Association]

Provide the capability to "enroll" and "withdraw" a student in a special education program as indicated by program entry and exit dates

Provide interventions to meet multiple types of special education programs, including: early childhood, programs for the deaf, and preschool disability.

Provide the capability to "enroll" and "withdraw" a student in a early childhood special education program as indicated by program entry and exit dates

Provide the capability to indicate what type of federal program a special education student is receiving services for purposes of Child Count Funding.

Provide the capability to record multiple disability codes per student for PEIMS Reporting, including: primary disability code, secondary disability code, tertiary disability code, multiply disabled code.

Provide the capability to create a date tracked (entry/exit) placement record for each related service being provided to the student including number of contact hours and instructional setting for each placement.

"Provide the capability to view teacher-related information at the campus level for determining services and referrals

(high qualified, certifications, etc. )"

Provide the capability to run reports by campus including ARD, Evaluation, Disability, Age, and Related Services reports.

Provide the capability to support seamless transfer of data between student system and special education software. Student demographic data should be sent to the special education software, and the following fields should be sent back to the student system

Special Ed. Module complies with all Texas and federal requirements.

Provide an integrated special ed management system to help facilitate ARDs, IEPs and Medicaid billing.

Provide the capability to record at least 5 different disability codes per student (more than required for PEIMS)..

Provide the capability to run reports for a selected date range in order to generate history data when needed.

Ability to alert discipline officer when Special Ed Student is assigned more than 10 days ISS

3.24. **Evaluation Process:** New Caney ISD will utilize a subjective evaluation process consisting of the following criteria: There will be two gradings. One grading will be for the award of the RFP that will be paid for with federal funds and a separate grading that will be awarded for those who are utilizing local & state funds. The Federal fund grading will omit question 6. There will be two categories of awards; one for federal and another for “State and Local

Awardee’s will be determined by those holding a grade of higher than 70 for “ State and Local” and 65 for Federal Sate grading scale will include all items  
Federal grading

<b>Criteria</b>	<b>Possible Points</b>
1 Annual Purchase price	15
2 Reputation of the Vendor and of the Vendor’s goods or services	20
3 Quality of the vendor’s goods or services	20
4 Extent to which the goods or services meet the New Caney ISD’s needs and stated criteria	25
5 Total long-term cost to the New Caney ISD to acquire the Vendor’s goods or services (implementation)	15
6 Vendor’s principal place of business is in this state; or at least 500 employees are in this state	5

New Caney Independent School District is seeking %-off catalog/pricelist discount(s) for Professional development & Related Services. This is not a primary contract process; multiple contracts will be assigned. Proposal responses will initially be accepted on a continual basis until June 03, 2021 at 11:15 A.M., CDT. This contract begins June 22, 2021 in the first year and in years of renewal they will begin on or after September 1, 20XX, and the RFP contract will initially end August 31, 2021 in the year of the award and August 31, 20XX in all remaining years. Contract awards will be made to multiple vendors on an ongoing basis during the solicitation period, with final vendor submissions accepted through 10:30 A.M. on July 30, 2025. Postings will be posted in the newspaper and publicly solicited for additional solicitations. After the initial award date of June 22, 2021, additional new proposals will be posted throughout the year and evaluated and accepted or rejected by the District as they are received in accordance with the public postings of the RFP for federal funds. For vendors who the executive director confirms will not have any federal dollars spent, the RFP will continually remain in the solicitation status so that New Caney may accept and Awarded qualified vendors per the grading scale. Awarded vendors will be notified. THIS IS A NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a Proposer. Responses should be submitted by mail or hand delivered, must include an electronic copy, and must be marked properly; no faxed or e-mailed responses will be accepted. Log in to view

PART VII

REQUIRED SUBMISSION DOCUMENTS

**FORMS & SUBMITTALS CHECKLIST**

- \_\_\_ Completed – Initial bottom right hand corner of each RFP page where requested
- \_\_\_ Completed – Forms & Submittal Checklist
- \_\_\_ Completed – Execution of Offer
- \_\_\_ Completed – Vendor Processing Information & Distribution Channels
- \_\_\_ Completed – State Certification
- \_\_\_ Completed – References
- \_\_\_ Completed – Deviation/Compliance/Acknowledgement Form
- \_\_\_ Completed – Vendor Certification Forms
- \_\_\_ Completed – Interlocal Agreement Clause
- \_\_\_ Completed – Adoption of an Awarded Contract through the Central Texas Purchasing Alliance
- \_\_\_ Completed – Form 1295 Certificate of Interested Parties  
(completed electronically on the Texas Ethics Commission website, printed and submitted with Solicitation Response)
- \_\_\_ Completed – V3E Packet
- \_\_\_ Completed – Solicitation Response (Vendor written submission response)

**\*\*\* All of the above are mandatory: must be completed and returned with proposal**

Any alternative contract that your business requires New Caney ISD to sign before entering into this agreement is to be provided with Solicitation Response. New Caney ISD will be the sovereign owner of the terms and conditions that control or direct policy of this contract.

## EXECUTION OF OFFER (page 1 of 2)

The undersigned Respondent has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and certifies:

1. It is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP. Further, if awarded the Respondent agrees to perform the requirements, specifications, terms and conditions of RFP.
3. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Respondent acknowledges that New Caney ISD will rely on such statements, information, and representations in selecting the awarded Respondent(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in the proposal.
6. Submission of a proposal indicates the Respondent's acceptance of the evaluation technique and the Respondent's recognition that some subjective judgements may be made by New Caney ISD.
7. That all of the requirements of this RFP have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by New Caney ISD if not otherwise noted in the proposal.
8. The individual signed below has authority to enter into this on behalf of Respondent.
9. Respondent acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by New Caney ISD.
10. This contract is subject to purchase orders duly authorized and executed by New Caney ISD.

<b>CORPORATE NAME:</b>	
<b>AUTHORIZED SIGNATURE:</b>	
<b>PRINT NAME:</b>	
<b>TITLE:</b>	
<b>DATE:</b>	
<b>ADDRESS:</b>	
<b>CITY, STATE, ZIP CODE:</b>	
<b>PHONE:</b>	
<b>EMAIL ADDRESS:</b>	

EXECUTION OF OFFER (page 2 of 2)

This section to be completed by New Caney ISD

Contract Number: **150.20 - II Instructional Software & Online Learning** Term of Contract: **February 1, 2021** to **August 31, 2021**

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for one additional one (1) year for a total of four (4) extensions if agreed to by New Caney ISD and the awarded vendor.

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JW Kirkham

Director of Purchasing

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Board Approval Date

**VENDOR PROCESSING INFORMATION & DISTRIBUTION CHANNELS (page 1 of 2)**

1. Contact person responsible for processing and confirming all purchase orders sent by New Caney ISD:

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2. Contact person responsible for sales and marketing:

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

3. Distribution Channel: Which best describes your company's position in the distribution channel:

Manufacturer

Certified education/government reseller

Authorized distributor

Manufacturer marketing through reseller

Value-added reseller

Other: \_\_\_\_\_

4. Indicate any other contracts currently held:

	<b>Discount Offered</b>	<b>Expires</b>
___ CTPA		
___ BuyBoard – Texas Association of School Boards		
___ The Purchasing Network (TCPN)		
___ Texas Department of Information Resources (DIR)		
___ OMNIA Partners		
___ Texas Interlocal Purchasing System (TIPS)		
___ None		
___ Other (List Specifics Below)		

**STATE CERTIFICATION (For "State & Local" Award)**

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

\_\_\_ I certify that my business is a "**Resident Bidder**".

\_\_\_ I certify that my business qualifies as a "**Nonresident Bidder**" (NOTE: You must furnish the following information):

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

- A. Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the State I which the principal place of business is located.)
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or % \_\_\_\_\_

**Certification:** I certify that the information provided above is correct by signing my initials.

## REFERENCES

Proposal response must include three (3) references that your business has provided similar products or services within the last three (3) years.

### **Reference #1**

Business Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website URL: \_\_\_\_\_

### **Reference #2**

Business Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website URL: \_\_\_\_\_

### **Reference #3**

Business Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website URL: \_\_\_\_\_

**DEVIATION/COMPLIANCE/ACKNOWLEDGMENT FORM**

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

In the absence of any deviation entry on this form, the bidder assures the New Caney ISD of their compliance with the General terms and Conditions, Specifications, and all other information contained in this Proposal Invitation.

No Deviations       Yes Deviations

List any deviations your business is submitting below, provide attachments if necessary:

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Having carefully examined the Terms and Conditions and Specifications, the undersigned agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted. The agent affirms that, to the best of his/her knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over others in the award of this proposal.

I have read and understand the terms and conditions herein and will abide by them.

**Certification:** I certify that the information provided above is correct by signing my initials.

## VENDOR CERTIFICATION FORMS

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### CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE

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

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

---

### CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

### APPLICABLE TO GRANTS, SUBGRANTS, AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS.

---

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and no more than \$100,000 for each such failure.

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

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

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### CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 in FEDERAL FUNDS

---

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

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**COMPLIANCE CERTIFICATION WITH THE DAVIS-BACON WAGE DETERMINATION ISSUED BY  
THE DEPARTMENT OF LABOR**

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The Davis-Bacon Wage Determinations are wage determinations issued by the U.S. Department of Labor under the Davis-Bacon and related Acts. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. It is the responsibility of the federal agency that funds or financially assists Davis-Bacon covered construction projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contract(s). (See 29 CFR 1.5 and 1.6(b))

**I, the vendor am in compliance with all applicable standards, orders or regulations issued pursuant to the programs subject to the Davis-Bacon Act (40 U.S.C. 276a et seq.) and the Regulations of the Department of Labor, 29 CFR part 5 and the Texas Government Code section 2258.**

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**COMPLIANCE CERTIFICATION WITH BUY AMERICA PROVISIONS**

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I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Provision must still follow the applicable procurement rules calling for free and open competition.

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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The respondent certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**The Proposer agrees to comply with all Federal, State, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.**

---

Organization Name

Address, City, State, and Zip Code

---

Phone & Fax

Email Address

---

Printed Name and Title of Authorized Representative

---

Signature

Date

---

## INTERLOCAL AGREEMENT CLAUSE

New Caney ISD is a participating member of multiple Cooperatives. As such, New Caney ISD has executed Interlocal Agreements, as permitted under Chapter 791 of the Government Code with certain other governmental entities in various Cooperatives, authorizing participation in a cooperative purchasing program.

Several governmental entities in proximity to New Caney ISD have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the Vendor) agree that all terms, conditions, specifications, and pricing apply?

Yes

No

If you (the Vendor) checked yes, the following will apply.

Governmental entities utilizing Internal Governmental contracts with New Caney ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases made by a governmental entity other than New Caney ISD will be billed directly to that governmental entity for its own material/service as needed.



May 12, 2021

TO: Board Awarded Vendor of New Caney ISD RFP #150.20 III Instructional Software & Online Learning

FROM: New Caney ISD

SUBJECT: **Adoption of an Awarded Contract through the Central Texas Purchasing Alliance (“CTPA”)**

New Caney ISD, (“District”), as a member in good standing of the Central Texas Purchasing Alliance (“CTPA”) and in accordance with Section 791.001 of the Texas Government Code, is requesting agreement by \_\_\_\_\_, (“Contractor”) to adopt the following contract:

*Contract #:* RFP #150.20

*Contract Title:* III Instructional Software & Online Learning

*Contracting CTPA District:* New Caney ISD.

*Initial Contract Start Date:* Contracts will officially start on or after June 22, 2021.

*Initial Contract End Date:* All contracts will end August 31, annually and renew based on the July board meeting approval. Extensions will be on an annual basis and all extensions will end on August 31, 2025.

By adopting this contract from another CTPA member district, the District has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district’s policies. There is no obligation on either party to participate unless both parties agree by executing this document. The goods and services provided under this contract will be at the same or better contract pricing and purchasing terms established by the originating district. The base terms and conditions of the initial award shall remain as originally awarded.

The District shall be responsible for the management of the adopted contract and all payments to the contracted vendor. The originating district shall have no responsibilities under this agreement.

**District Authorization**

**Contractor Authorization and Acceptance**

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

A SHINING STAR in TEXAS EDUCATION



## New Caney ISD Checklist

### Vendor Forms (Product only / Services not performed on Campus) +E.D.G.A.R.

Contractor: \_\_\_\_\_

### Initial by each item before sending back

1 \_\_\_\_\_ Checklist

2 \_\_\_\_\_ Student Involvement Form

4 \_\_\_\_\_ Vendor Information Form

5 \_\_\_\_\_ Procurement Category form

6 \_\_\_\_\_ W-9

- Document is complete
- If not present, does the district have a current copy on file? (Information hasn't changed)

7a/7b \_\_\_\_\_ CIQ (instruction page included)

- Is the CIQ complete per directions included in packet?

8 \_\_\_\_\_ Suspension and Debarment Form

9 \_\_\_\_\_ Certificate of Residency

10 \_\_\_\_\_ E.D.G.A.R. Certifications (NOT NEEDED FOR FINE ARTS)

**MUST BE COMPLETED BY ALL VENDORS**

11 \_\_\_\_\_ Felony Conviction Notification

### Initial by each item before sending back

# Independent Contractor (Vendor) / Student Involvement

This form allows you to determine what vendor packet is appropriate. **PICK ONLY ONE OPTION!**

**V1.** The contractor (vendor) does not come on campus & only sells services or products from afar. The minimal campus contact is limited to supervised deliveries & pick-ups at most. \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_ (staff signature)

\_\_\_\_\_ (Independent Contractor signature)

COMPLETE  
VENDOR PACKET  
V1 or V1E  
(NO EXPOSURE)

**V2.** The contractor will **ONLY** be around a group of students (never alone with students) **BUT ALWAYS WITH** a sponsor /staff member present and **NO MORE THAN FIVE DAYS?** \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_ (staff signature)

\_\_\_\_\_ (Independent Contractor signature)

COMPLETE  
VENDOR PACKET  
V2 or V2E

**MAINTENANCE/GROUNDS - TECHNOLOGY - FACILITY PLANNING - TRANSPORTATION - POLICE**  
\* \* \* **ONLY WHEN APPLICABLE** \* \* \*

**SOME DEALINGS MAY WARRANT VENDOR PACKET (V3)**

**V2 (b).** The contractor may be here **MORE THAN FIVE DAYS** and may through the performance of their services be around a group of students but will **NEVER** be with students alone. **This contractor will ALWAYS be accompanied by a Professional Employee.** \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_ (staff signature)

\_\_\_\_\_ (Independent Contractor signature)

COMPLETE  
VENDOR PACKET  
V2 or V2E

**V3.** The contractor has the opportunity to be **ALONE** or with a group of students or will be here **MORE THAN 5 DAYS IN AGGREGATE** with students on campus? \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_ (staff signature)

\_\_\_\_\_ (Independent Contractor signature)

COMPLETE  
VENDOR PACKET  
V3 or V3E  
INCLUDES  
BACKGROUND CHECK

<p style="text-align: center;"><b>District Use Only</b></p> <p><b>Please Check One:</b></p> <p>General Fund: _____</p> <p>Activity Fund: _____</p> <p>Club Fund: _____</p>
--

**New Caney ISD  
Vendor Information Form**

Vendor Name: \_\_\_\_\_

Sales Representative & Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Remit to Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

(Email address must be an address where Purchase Orders can be sent)

Website: \_\_\_\_\_

What New Caney ISD Campus/Department has requested your services? \_\_\_\_\_

Name of New Caney ISD contact: \_\_\_\_\_

List any Purchasing Cooperatives that your company is a member of:

\_\_\_\_\_  
\_\_\_\_\_

Each vendor must complete a W-9, CIQ and Commodity Check List (if applicable).

If vendor will be physically on a campus the vendor must complete a Certification of Criminal History Record Information Sheet. **Vendors with direct/unsupervised contact with students must complete SB9 Fingerprinting Requirements.**

If a Sole Source vendor, attach a completed Sole Source Affidavit. (Original Copy & Notarized)

---

**For New Caney ISD Purchasing Department use only:**

Requested by: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Approved by: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

**Procurement Categories (Please mark all that apply)**

- Alarm Supplies and Equipment
- Animal Supplies and Equipment
- Appliances & Equipment
- Appraisal Services
- Architectural Services
- Athletic/PE Supplies and Equipment
- Auctioneer Services
- Audio Equipment & Accessories
- Audit Services
- Auto Leases
- Awards and Trophies
- Books/Reading Materials
- Building Construction/Improvement Services
- Building Maintenance
- Building Materials & Supplies
- Cafeteria & Kitchen Equipment, Commercial
- Cameras, Photographic Equipment, Film, & supplies
- CTE Supplies - Cosmetology
- CTE Supplies - Fire Training
- CTE Supplies - Forensic Science
- CTE Supplies - Pharmacy Tech
- CTE Supplies - Culinary
- CTE Supplies - Welding
- CTE Supplies - Engineering
- CTE Supplies - Fashion Design
- CTE Supplies - Carpentry
- CTE Supplies - Business
- CTE Supplies - Marketing
- CTE Supplies - Health Care
- CTE Supplies - Criminal Justice
- CTE Supplies - Floral Design
- CTE Supplies - Bio Med
- CTE Supplies - Agriculture
- CTE Supplies - Auto Tech
- Catering Services
- Childcare Services
- Choir Supplies
- Communications & Media services
- Contracted Services - Therapist
- Contracted Services - Judges
- Contracted Services - Choreogs/Clinicians/Accompanist
- Contracted Services - Speakers
- Contracted Services - Consultants
- Contracted Services - Diagnosticians
- Contracted Services - Maintenance and Repair
- Contracted Services - DJ Services
- Contracted Services - Charter Bus Services
- Contracted Services - Staff Development
- Contracted Services - Web Based Services
- Contracted Services - Misc
- Contracted Services - Fire/Burglar Monitoring
- Contracted Services - Custodial Services
- Child Nutrition Equipment
- Copiers
- Costume or Apparel Rental
- Courier/Delivery Services
- Custodial Equipment & Supplies
- Custom Clothing (Screen Printing, Embroidery, Etc)
- Data Processing Services
- Document Disposal/Shredding
- Drill Team Supplies
- Drug screening
- Dry Cleaning services
- Engineering Services
- Environmental Services & Ecological Services
- Fencing Material & Supplies
- Fencing Repair & Maintenance Services
- Fire Extinguisher Inspection & Maint. Services
- Fire Sprinkler System Maintenance Services
- Flags, Flag Poles, & accessories
- Flowers, arrangements
- Food Service Supplies & Equipment
- Food/Snacks
- Foods - Bakery products, fresh
- Foods - Dairy products, fresh
- Foods - frozen
- Foods - perishable, fruits & vegetables
- Foods - staples, grocery & misc. items
- Fuel
- Furniture; Classroom, Cafeteria, Libr., Lounge
- Furniture: Office
- Graduation Supplies
- Insect & Rodent Control Services
- Instructional Supplies - Gen.
- Instructional Supplies - Special Education
- Instructional Supplies - Art

- Instructional Supplies - Science
- Instructional Supplies - Textbooks
- Instructional Supplies - Testing Mat
- Interpreter Services - foreign lang.
- Laundry Equipment
- Legal Services, Attorneys, lawyers
- Library Supplies
- Library books
- Mailing Equipment - Postage Meter Rental/Lease
- Maintenance Equipment Rentals
- Maintenance & Repair Services - Plumbing
- Maintenance & Repair Services - appliances & furniture
- Maintenance & Repair Services - athletic/grounds equipment
- Maintenance & Repair Services - Irrigator
- Maintenance & Repair Services - Flooring
- Maintenance & Repair Services - Grease Trap
- Maintenance & Repair Services - HVAC
- Maintenance & Repair Services - Misc
- Maintenance & Repair Services - Elevator
- Maintenance Supplies & Equipment - Elect
- Maintenance Supplies & Equipment - Plumbing
- Maintenance Supplies & Equipment - HVAC
- Maintenance Supplies & Equipment - Painting
- Maintenance Supplies & Equipment - Flooring
- Maintenance Equipment - Grounds/Athletic Fields
- Maintenance Supplies - Fertilizer
- Maintenance Supplies - Pesticides
- Maintenance Supplies - Paint - Ath. Marking
- Maintenance Supplies - Seed/Sod/Sprigs
- Maintenance Supplies - Parts - Grounds Equip
- Maintenance Supplies - Soils, Mulch, Amendment
- Maintenance Supplies - Irrigation Parts/Supplies
- Maintenance Supplies - Welding Supplies
- Maintenance Supplies - Locksmith
- Maintenance Supplies - Misc
- Medical Supplies; EMT Supplies, bandages
- Mobility equip / Wheelchairs / Lift chairs
- Music instruments
- Musical Instrument Repair
- Musical Supplies
- Network Cabling
- Office Equipment and Supplies
- Paper
- Playground Equipment & Supplies
- Police and Security Equipment & Supplies
- Postage Meter Supplies
- Printing
- Printing - Construction Documents
- Printing Equipment and Supplies
- Promotional Supplies
- Prosthetic devices & hearing aids
- Radio & Telephone Equipment
- School/Campus Safety Supplies
- Security & Card Reader Access System
- Security Systems
- Sewing Notions, Accessories & supplies
- Shop Equipment and Supplies
- Software
- Specialized Equipment for the handicapped & disabled
- Technology Supplies
- Technology - Hardware
- Technology - Repair Services
- Technology - Software
- Television Equipment & accessories
- Theatrical Services
- Tires & Tubes
- Toner and Ink
- Trash Disposal
- Travel Agency Services
- Uniform Rental Services
- Uniforms - Band
- Uniforms - Cheerleaders
- Uniforms - Choir
- Uniforms - Drill Team
- Vehicle - Bus
- Vehicle - Car, Truck, Van, SUV
- Vehicle - Parts & Supplies
- Vehicle - Maint. & Repairs
- Vehicle - Rental
- Vehicle - Towing
- Vehicle - Inspections
- Window coverings
- 
- 
- 
-

# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

## New Caney ISD Conflict of Interest Instructions

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

1. If the vendor has an employment or other business relationship with a local government officer of NCISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2. If the vendor has given a local government officer of NCISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3. If the vendor has a family relationship with a local government officer of NCISD.

Definitions:

- **Vendor**: a person or company that enters or seeks to enter into a contract with NCISD for the sale of goods or services.
- **Business Relationship**: a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3)*.
- **Family Relationship**: a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.
- **Local Government Officer**: (A) a member of the NCISD Board of Trustees; (B) a superintendent, director, administrator, or other person designated as an executive officer; (C) an agent of NCISD who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

**If no conflict of interest exist: You must fill out Box 1 and type "N/A" in Box 3 of the CIQ form, sign and date the form.**

In the event of a change in circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

**2  Check this box if you are filing an update to a previously filed questionnaire.**

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

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

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

Yes       No

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

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

# SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

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

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

I, the undersigned agent for the Company named below, (check one)

\_\_\_\_\_ certify that neither this Company nor its principals are suspended or debarred by a federal agency.

\_\_\_\_\_ certify that either the Company or its principals filing this bid has been suspended or debarred by a federal agency.

---

Name of Company

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Signature of Authorized Official

---

Printed Name

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Date

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# Certificate of Residency

The State of Texas has passed a law concerning non-resident Companies. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for NGSD to determine the residency of its bidders/proposers for construction related services. In part, this law reads as follows:

"Section: 2252.001

(3) "Non-resident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a Company 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 unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresidents principal place of business is located."

I certify that \_\_\_\_\_  
(Name of Company Bidding/Proposing)

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

Resident Bidder/Proposer

Non-resident Bidder/Proposer

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ In the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EDGAR CERTIFICATIONS  
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when New Caney Independent School District ("NCISD") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and [redacted] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

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

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision

to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended, NCISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing

this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

---

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

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

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## Certification of No Boycott of Israel Form

If Contractor/Vendor is a “company”, as that term is defined in Section 808.001 of the Texas Government Code, Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of this Agreement.

Form requirements:

- This certification is required by Texas Government Code § 2270.002.
- This form is required to be attached to all Purchase Orders (goods) and Contracts (services), regardless of whether Contract requires the creation of a Purchase Order.
- The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Furthermore, Texas Government Code §808.001 states that the term “company” means a “for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit”.

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

---

**ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW**

I am not required to provide the certification listed above because (select one):

- I am not a “company” as defined above, pursuant to Texas Government Code §808.001.
- This is not an agreement for goods or services to be provided to the University.

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Name

---

Signature

---

Date

## 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 by me and the following information furnished is true to the best of my knowledge.*

Company: \_\_\_\_\_ Company Official: \_\_\_\_\_  
(Please type or print) (Please type or print)

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of authorized agent:

\_\_\_\_\_

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of authorized agent:

\_\_\_\_\_

C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name or individual (s):

\_\_\_\_\_

Details of conviction (s):

\_\_\_\_\_

Signature of authorized agent:

\_\_\_\_\_

\_\_\_\_\_



# NEW CANEY ISD

J.W. Kirkham  
*Director of Purchasing*

Dear Vendor,

On January 1, 2016, House Bill 1295 took affect which requires additional documentation to be filed with the Texas Ethics Commission for any “contract” that either (1) “an action or vote by the governing body of the entity (New Caney ISD) or agency before the contract may be signed”, (2) has a value of at least \$1 million. (HB 1295 added to Government Code 2252.908) or, (3) or for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code.

Your company’s response to New Caney ISD’s Request for Proposal has been recommended and approved by the Board of Trustees and therefore requires your completion of the Form 1295 process as referred to in item (1) above.

Please assist New Caney ISD by referring to the two websites listed below for further information and directions on completing this process. Please keep the New Caney ISD Purchasing Department informed of your progress by emailing J.W. Kirkham at [jkirkham@newcaneyisd.org](mailto:jkirkham@newcaneyisd.org)

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

<https://www.ethics.state.tx.us/File/>

**Note:** Once you have: 1.) Completed the Form 1295, 2.) Received a Texas Ethic Commission certification number 3.) Had the form signed by an agent of the company, you must send the original Form 1295 to:

**New Caney Independent School District  
Purchasing Department  
21580 Loop 494  
New Caney, TX 77357**

In block 3 of the Form 1295, please reference the RFP number of the proposal that you responded to.

**This is a time-sensitive process. Your immediate action is required.**

Thank you for your continued effort in the educational process of our students.

A SHINING STAR in TEXAS EDUCATION

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**