



REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)

Sealed RFCSP's will be received in accordance with the attached specifications. The sealed envelope containing your RFCSP should be plainly marked with the RFCSP title, number, and opening date and time. RFCSP's are publicly opened and you are invited to attend.

PLEASE NOTE: Late RFCSP's WILL NOT be accepted.

Mail or deliver complete RFCSP Packet to:**

**Birdville ISD
Purchasing Department
3124 Carson Street, Haltom City, Texas 76117**

RFCSP Number: #057-19

RFCSP Title: Network Equipment for IP PA Project

Due Date: 2/19/19

Prior to: 3:00 PM CST

For additional information, please contact the person listed below. All questions **must be submitted in writing** (email preferred) and received on or before seventy-two (72) hours prior to the opening date. **No verbal responses will be provided.** Please note that RFCSP results are **NOT** available by telephone. Awards will be posted to the district website.

Shelley Freeman
Director of Purchasing
817-547-5626
shelley.freeman@birdvilleschools.net

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SECTION I GENERAL SPECIFICATIONS

PURPOSE

In order to be in compliance with federal, state and local purchasing laws, the Birdville Independent School District (BISD) is soliciting competitive sealed proposals for Network Equipment needed for the IP-PA System project districtwide. The contractor will be responsible for furnishing all equipment as detailed in the specifications.

RFCSP PROCESS

Each Proposer shall carefully examine all documents and any and all addenda or other revisions, and thoroughly familiarize with all requirements prior to submitting a proposal. Should a Proposer find discrepancies or ambiguities in, or omissions from, the documents, or should the Proposer be in doubt as to the meaning, the Proposer shall at once (in any event not later than 72 hours prior to the due date) submit to Purchasing a written request for interpretation or correction thereof. The Proposer submitting the request will be responsible for its prompt delivery. Any oral communication by the contact person or designee concerning the RFCSP is not binding and shall in no way modify the RFCSP or the obligation of BISD or Proposer.

CONTRACT ADMINISTRATOR

All communications regarding this RFCSP must be coordinated through the BISD contract administrator. The designated contract administrator during the RFCSP process shall be:

Shelley Freeman
Director of Purchasing
3124 Carson Street
Haltom City, TX 76117

Questions may be sent to Shelley Freeman via email at shelley.freeman@birdvilleschools.net or sent via fax to 817-547-5544. The fax or e-mail must clearly identify the proposer's name and RFCSP number. Any written information given to one proposer concerning a RFCSP will be furnished as an addendum to all proposers who have been issued a RFCSP. All questions and answers will be published and provided to all potential proposers as soon as possible.

Proposer shall have no contact with other District staff or board members without permission from the designated contract administrator. Failure to adhere to this requirement will result in disqualification of the Proposer from further consideration.

UNDERSTANDING OF THE RFCSP

By submitting a signed proposal, a proposer agrees that it fully understands this RFCSP and shall abide by the terms and conditions contained therein. Further, such proposer certifies that it is in compliance with all federal and state laws and purchasing guidelines of the Birdville Independent School District. This includes all requirements as it relates to HB25 which can be found on the https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Required forms to be submitted by the proposer are outlined herein. Additionally, the proposer certifies that neither proposer, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representatives of such subcontractors, to be assigned to the project hereunder has been convicted of a penal offense, or that, if such a conviction has occurred, proposer will fully advise the Board of Trustees as to the facts and circumstances. Failure to do so may result in disqualification of any subsequent proposal.

No exceptions, amendments, or deviation will be allowed in any response unless agreed to in writing and prior to the date that responses to questions are due. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the proposal.

AUTHORIZED SIGNATURE

By signing and executing this proposal the Proposer certifies and represents to the District that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise or discretion concerning this RFCSP. Proposals must show Proposer name and address of Proposer and be manually signed. Failure to do so will disqualify proposal. Person signing proposal must show title or AUTHORITY TO BIND THE PROPOSER IN A CONTRACT.

RESPONSE FORMS

This RFCSP contains forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms may render your proposal non-responsive. BISD may, if the form is not required to evaluate the responses, waive this requirement and have the forms signed after proposal at the sole discretion of BISD. Signing after the submission date has expired is only permissible if doing so cannot alter the evaluation scoring or does not prejudice another offer.

ADDENDA

Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the RFCSP, if requested, or under separate cover prior to the due date. The Addenda containing proposal pricing should be returned in a sealed envelope marked on the outside with the Proposer's name, address, RFCSP number, and due date and time. Addenda will be posted to the Birdville ISD Purchasing website. It is the responsibility of each Proposer to obtain all addenda that pertains to this RFCSP. **Proposers who fail to check the website and submit a RFCSP without acknowledging receipt of all addenda issued may be deemed to have submitted a RFCSP not responsive to this solicitation.** Failure to receive such addenda does not relieve Proposer from any obligation under the RFCSP submitted. All formal written addenda become a part of the RFCSP documents. Proposers shall acknowledge receipt of all addenda in the RFCSP Response Form.

PROPOSAL SUBMISSION

RFCSP's must be received in the Purchasing Department **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. The clock located in the Birdville ISD Purchasing Department is considered the official time for receiving and opening RFCSP's. It is the sole responsibility of the Proposer to ensure timely delivery of the RFCSP. BISD will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the Proposer.

Proposers submitting RFCSP's to BISD do so at their own expense. BISD will not be held responsible for any cost associated with the process by submitting Proposers.

***Please make note of our office hours (Monday thru Thursday 8:00 AM to 4:30 PM and Friday 8:00 AM to 4:00 PM).
District offices are closed Fridays during the summer.***

Late proposals will not be accepted. No verbal, telephonic, electronic mail, or faxed RFCSP's will be considered. RFCSP's received after the date and time specified **will not** be considered. The Purchasing Department will notify those Proposers submitting late RFCSP's and will hold documents for pick-up for five (5) business days following late RFCSP notification. **All late RFCSP's which are not picked up by the Proposer within five business days will be discarded.**

One (1) original and one (1) copy along with (1) one flash drive of the RFCSP must be sealed in an ***envelope clearly marked with closing date, company name and "RFCSP Enclosed #057-19"*** and addressed to the Purchasing Department, Birdville Independent School District, 3124 Carson Street, Haltom City, Texas 76117.

RESERVATIONS

The School District expressly reserves the right to:

1. Specify approximate quantities;
2. Extend the opening date and time;
3. Consider and accept alternates, if specified in the documents, when most advantageous to the School District;
4. Waive as an informality, minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any RFCSP or procedure (A minor informality is one that does not affect the competitiveness of the Proposer);
6. Add additional terms or modify existing terms in the proposal;
7. Reject a proposal because of unbalanced unit proposal prices;
8. Reject or cancel any or all RFCSP's;
9. Reissue a RFCSP; and/or
10. Procure any item by other means.

QUALITY OF MATERIAL

Any item that does not perform or meet tests as specified by the seller shall be replaced by the Proposer at no cost to the District.

ALTERNATE

Proposers may offer an "equal" product as an alternate. Final "approved equal" determination remains with the School District.

BRAND NAME OR EQUAL

If the proposal indicates brand name or "equal" products are acceptable; the Proposer may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the District. The District may deem it necessary to specify Brand Name Only, "No Substitutes," after conclusive testing, prior usage or standardization.

NEW MATERIAL

Unless otherwise stated in the specifications, all supplies and components to be provided under this RFCSP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this RFCSP the Proposer believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

SUITABILITY FOR INTENDED USE

All chemicals must be certified lead free, non-toxic and will require a MSD sheet (chemicals defined as paints, lacquers, thinners, caulks, fillers, etc.). This documentation must be provided at time of purchase, before payment is approved. All other supply items should be comparable in quality and intended use. Suitability for intended use: (paints, pastes, inks, chemicals, markers, etc.) MSD sheet should clearly indicate item number.

RIGHT TO AMEND OR WITHDRAW RFCSP

The District reserves the right to alter, amend, or modify any provisions of this RFCSP, or to withdraw this RFCSP, at any time prior to the award of the contract pursuant hereto, if it is in the best interest of the District to do so.

The Proposer CANNOT alter or amend the RFCSP after the closing. Alterations made before the closing must be initiated by proposer, guaranteeing authenticity and approved in writing by the Director of Purchasing.

REJECTION OF RFCSP

BISD reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities for the best interest of the School District.

RFCS P's may be rejected, among other reasons, for any of the following specific reasons:

- A. RFCSP received after the time limit for receiving bids as stated in the advertisement
- B. RFCSP containing any irregularities
- C. Unbalanced value of any items
- D. Improper or insufficient RFCSP guaranty, if required
- E. Where the Proposer, any Sub-Proposer or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District

DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and their RFCSP's not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Proposers
- B. Where the Proposer, any Sub-Proposer or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
- C. The Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order
- D. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires
- E. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded
- F. Where the Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract

ASSURANCES

Proposers (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances
- E. Any felony offense against property
- F. Any other offense the District believes might compromise the safety of students, staff, or property

CRIMINAL HISTORY CHECKS AND BADGING REQUIREMENTS

During the term of this agreement, the proposer's employees have access to Birdville ISD facilities while students are present which could result in contact with students. Subsequently, the proposer is responsible for complying with Texas Education Code § 22.0834. The various levels of criminal history and badging requirements are described below:

- A. All proposers who will only deliver to the front office, but not enter a school building to perform service will be required to complete Form N and submit the Certification for Criminal History Check Form with their proposal.

- B. For all proposers who perform service within the school buildings, but do not involve direct and ongoing contact with students, the proposer is instructed to follow the procedures as outlined for obtaining badging through FC Background. FC Background is an independent firm selected to perform criminal history checks for the Birdville ISD contractors and vendors who do not have direct and ongoing contact with students. In addition to FC Background’s badging process, the proposer is responsible for ensuring direct access to students is prohibited. The proposer and all workers on Birdville ISD property will enforce compliance and shall certify compliance with Texas Education Code § 22.0834, see Form N. As a minimum the contractor/vendor is responsible for the following:
1. Contractor/vendor shall only use restrooms designated for contractors/workers. Student restrooms are prohibited from use. The following are the only facilities for use:
 - a. Inside Birdville ISD buildings, “faculty only” facilities, if necessary, with preference for contractors to use contractor furnished “portable” facilities;
 - b. Outside Birdville ISD property, contractor/vendor furnished “portable” facilities.
 2. Proposers are not allowed direct and ongoing unsupervised contact with students in areas including, but not limited to: classrooms, elevators, athletic buildings, weight rooms, gymnasiums, auditorium, practice rooms, band halls, hallways, locker rooms, office spaces where students are located.
 3. Precautions listed in this section are minimal requirements to avoid direct and unsupervised contact with students. The successful proposer is responsible for implementing additional measures to ensure direct and ongoing unsupervised contact with a student does not exist.
 4. The company recommended for award shall complete the background screening and badging process with FC Background to have all employees and sub-contractors working on-site for Birdville ISD. All costs associated with badging are the responsibility of the successful proposer.
 - a. FC Background Information:
 - i. FC Background
Phone 972-404-4479 Fax 214-306-8207
Monday-Friday 6am – 6pm (CST)
Customer.support@fcbgbackground.com
 - ii. Facility maps are available on www.fcbgbackground.com
 - iii. Cost per employee is \$30.00 per subject (additional criminal records search fees may apply)
 - b. Birdville ISD Badging Qualifications:
 - i. No felony convictions, no open or pending felony cases (no limit);
 - ii. No misdemeanor convictions involving crimes against children or crimes of moral turpitude;
 - iii. No registered sex offenders; or
 - iv. No outstanding warrants for crimes that would disqualify an individual from receiving a badge.
 5. If at any time a contractor finds themselves with direct and ongoing unsupervised contact, they should report to the administrator on duty and remove themselves from the service until requirements listed in section C can be completed.
- C. For all proposers who perform service where there is direct and ongoing unsupervised contact with students(s) Form N shall be completed and proposer shall comply with the following:

1. Individuals

- a. Obtain a required criminal history record information through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work on Birdville ISD premises. The following steps should be followed to complete this process:
 - i. If you are an individual/sole proprietor (one-person company) you must contact Birdville ISD Shelley Freeman at shelley.freeman@birdvilleschools.net to obtain a FAST pass.
 - ii. Follow instructions on the FAST Pass to arrange an appointment to be finger printed. Contractor may select the most convenient location in their zip code.
 - iii. After fingerprinting is completed, email Shelley Freeman, Director of Purchasing at shelley.freeman@birdvilleschools.net and provide the following: RFCSP number, full name and date of birth date for person assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

2. Contractor Personnel

- a. For all contractors/vendors/subcontractors who will have direct and ongoing unsupervised contact with students(s) and have multiple personnel working for that contractor, the following will apply.
 - i. Awarded contractor/vendor/subcontractor will receive an award letter from Birdville ISD and/or contract from the general contractor prior to contact the Department of Public Safety.
 - ii. Contact the Department of Public Safety at 512-424-2474. Select option 2 to establish a vendor account and obtain a FAST Pass. This process can take up to seven to ten business days.
 - iii. Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location based on your zip code.
 - iv. After fingerprinting is completed, email Shelley Freeman, Director of Purchasing at shelley.freeman@birdvilleschools.net and provide the following: RFCSP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.
 - v. If an employee is arrested while under contract, the contractor must contact Shelley Freeman, Director of Purchasing, at 817-547-5626 immediately. The incident must be reported within three (3) business days of the arrest. The employee shall be removed from work on Birdville ISD for the duration of the contract. Failure to do so will make the contract null and void.

CONFLICT OF INTEREST

Each proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFCSP. Examples of potential conflicts may include an existing business or personal relationship between the proposer, its principal, or any affiliate or subcontractor, with the District or any other entity or person involved in any way in the project that is the subject of the RFCSP.

Similarly, any personal or business relationship between the proposer, the principals, or any affiliate or subcontractor, with any employee of the District or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with district employees may be cause for contract termination. The District will decide if an actual or perceived conflict should result in proposal disqualification.

By submitting a proposal in response to this RFCSP, all proposers that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, social discount, trip, favor, or service to a board member, a public servant or any employee or representative of the District, in connection with this procurement.

The CONFLICT OF INTEREST QUESTIONNAIRE is included in this specification. For further information, a proposer can review the requirements as provided under HB 1491.

SELECTION PROCESS

The District's Selection Committee will evaluate and rank each submittal in relation to the selection criteria described in the RFCSP. Only those receiving the highest scores on the analysis may be interviewed or contacted for further information. Negotiations with the selected Proposer may cover scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort and price.

The award of the contract will be to the responsible Proposer whose proposal is deemed to be the best and whose proposal best meets the needs of the school district.

A responsive proposer shall have submitted a complete sealed proposal packet within the stated timeline and in accordance with the proposal specifications. A responsible proposer shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

Results will become available after approval by the Board of Trustees.

SELECTION CRITERIA

The District reserves the right to award this RFCSP to a single Proposer, multiple Proposers, each line item separately, or in any combination it determines to be in the best interest of the District. If the Proposer chooses to bid/propose "all or none" or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFCSP.

RFCSP's must remain open for acceptance for a period of **ninety (90) days** subsequent to the opening of RFCSP's, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

Regardless of the award of RFCSP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest. Based upon the proposal material submitted, the following criteria will be used in evaluation.

Extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.

Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUTION FACTOR

EVALUATION FACTORS	PERCENTAGE OF POINTS
A. The Purchase Price - Fees and Associated Costs	55%
B. The reputation of the Proposer and the Proposer's goods or services – Based on demonstrated expertise and experience; references (availability of contract items, reliability of deliveries, condition of delivered product and wholesomeness, accurate invoices)	20%
C. The quality of the Proposer's goods or services – ability to perform all requirements and unique abilities of the Proposer	5%
D. The extent to which the services meet the district's needs (based on ability to meet delivery schedule, lead time for orders, offer products specified)	14%

E.	The Proposer's past relationship with the District	5%
F.	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (1 point given for completion of form) "Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms."	1%
G.	The total long term cost to the District to acquire the Proposer's goods or services	0%
H.	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Proposer or the Proposer's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state (Form E)	0%
I.	Any other relevant factor specifically listed in the request for bids or proposals	0%

CONTRACT

The proposal document, addenda and any negotiated documents, returned and awarded by the Birdville ISD shall constitute the contract. The contract will be put into effect by means of executed purchase order(s) after proposals have been awarded unless otherwise specified.

CONTRACT TERM AND RENEWALS

This proposal shall be effective upon board approval and end upon completion and acceptance of all work.

OPEN RECORDS

Following the award of a contract, responses to this RFCSP are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Open Records Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential proposers.

If a proposer believes that a proposal or part(s) of a proposal is confidential, then the proposer must so specify. The proposer must stamp in bold red letters the term 'CONFIDENTIAL' on that part of the proposal which the proposer believes to be confidential. The proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proposer believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature.

ASBESTOS

Proposers who perform work inside the Birdville ISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both Birdville ISD's responsibilities and the Employer's responsibility to their employees. As a Proposer it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos

Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the Proposer's responsibility to notify all employees working for them that Birdville ISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Proposer's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section seven (7) for all known asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact the Facilities Maintenance at 817-547-5858 for further assistance.

QUANTITIES

RFCSP's must be submitted on units of quantity specified. Any suggestions as to quantity to secure a better price are welcome. The quantities appearing in this RFCSP are approximate only, and the District reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. The successful Proposer shall have no claims against the District for anticipated profits for the quantities called for, diminished or deleted. Estimated quantity change of products on bid shall be no more than 25% as is the statutory change order amount in Texas law.

DELIVERY OF GOODS

All items covered by this RFCSP shall be delivered F.O.B Destination to Birdville ISD, from point of assembly to the District location(s) specified on each consolidated order. **RFCSP pricing shall include all freight/delivery charges.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Birdville ISD, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Proposer.

Deliveries will be made only upon authorization of the Birdville ISD, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:

- All purchases made by the District will be made via Birdville ISD purchase order.
- Do not provide goods/services exceeding the quantities contained on the purchase order.
- The District will only pay invoices which match the purchase order description, quantity, and price.

Deliveries shall be to the location identified in each purchase order. Each proof of delivery shall list the exact quantity delivered and back orders if any.

Proposer warrants that all deliveries made under the purchase order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

Failure by the Proposer to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Proposer for amounts, if any, paid by the District over and above the RFCSP price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.

Acceptance by the District of any delivery shall not relieve the Proposer of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

STOCK LEVELS

Vendors are expected to carry sufficient inventories to cover the needs of the district. The District shall not be held responsible for any product that the supplier has on hand at the end of the proposal period.

SHORTAGES

Vendor shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders and/or out-of-stock items prior to delivery. The vendor must keep the ordering entity informed at all times the status of the order. Default in promised delivery, without acceptable reason, authorizes Birdville ISD to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting vendor.

PRODUCT SUBSTITUTION

Any and all substitutions require prior written approval by BISD. If private label items, please state manufacturer. Birdville ISD reserves the right to require the Vendor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are automatically amended by approved substitution. The Vendor must contact the qualified ordering entity 72-hours prior to shipment of approved substitution.

If substitutions are made without approval of BISD, under Uniform Commercial Code, Birdville ISD shall retain the right to remedy and purchase the products(s) from another supplier, charging the difference of the bid price to the Vendor.

ADDITION OF NEW GOODS AND/OR SERVICES

Birdville ISD may add new goods and/or services throughout the term of this contract. New goods and/or services must have prior written approval from Birdville ISD Purchasing. Only goods and/or services not specified elsewhere in the contract may be considered new. Pricing is subject to the terms and conditions outlined in the procurement solicitation and shall be equivalent to the percentage discount or proposed prices for other similar good and/or services. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the proposal. Goods and/or services may not be added to avoid competitive procurement procedures. The additions of new goods and/or services cannot materially change the contract between Birdville ISD and the Vendor. Birdville ISD may reject any proposed additions, without cause, in its sole discretion.

ADDITION OR DELETION OF LOCATIONS

The District, by written notice at any time during the term of the contract, may add or delete locations as deemed necessary. Any such written notice shall take effect on the date stated in the notice from the District. Any added or deleted items will be reflected in the cost in accordance with the proposal unit price for that location. The District shall determine if any adjustments are needed to the proposed schedule and shall provide any changes in writing to the Contractor.

SUBCONTRACTORS

The Contractor will not subcontract or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the Purchasing Department. If you are subcontracting any part of this contract, the following must be provided: name(s) of the subcontractor(s), addresses, points of contact and phone numbers.

In no event will any subcontracting by the Contractor relieve the Contractor from any of the obligations or conditions of this contract. As between the parties hereto, any of the Contractor's subcontractors will be considered the agent and employee of the Contractor, and the acts or omission of the subcontractors and any person directly or indirectly acting for them will be deemed to be the acts or omission of the Contractor, and the Contractor will remain liable and responsible

to the District as if no subcontract had been made. All submittals required of the Contractor shall also be required of any subcontractors.

CANCELLATION

The District shall not pay for services or supplies that are deemed by BISD to be unsatisfactory. Proposers will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation. The District reserves the right to cancel the contract, without cause, upon thirty (30) days' written notice.

WARRANTY INFORMATION

Any information regarding warranties and/or maintenance agreements pertaining to said item(s) are to be included in the proposal.

Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.

Warranty – Price: The price to be paid by the District shall be that contained in Seller's RFCSP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this RFCSP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.

Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

INSURANCE REQUIREMENTS

These requirements apply to all non-Capital Improvement Program construction projects and to the other bids/proposals as required. The successful Proposer will submit the following Certificates of Insurance naming the Birdville ISD as Certificate Holder and named additional insured on General Liability Certificates. Certificates may be faxed to Birdville ISD, Purchasing Department at 817-831-5662 or emailed to shelley.freeman@birdvilleschools.net. The selected Proposer will be required to supply the insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance. **The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a RFCSP.**

The Proposer shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by the contractor for the District.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY						
Worker's Compensation	Statutory – The Proposer shall provide and maintain Worker's Compensation and Employer's Liability Insurance with a limit of not less than: <table data-bbox="553 327 954 432"> <tr> <td>Each Accident</td> <td>\$100,000</td> </tr> <tr> <td>Disease-Policy Limit</td> <td>\$500,000</td> </tr> <tr> <td>Disease-Each Employee</td> <td>\$100,000</td> </tr> </table> The Proposer shall require subcontractors to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the General Proposer.	Each Accident	\$100,000	Disease-Policy Limit	\$500,000	Disease-Each Employee	\$100,000
Each Accident	\$100,000						
Disease-Policy Limit	\$500,000						
Disease-Each Employee	\$100,000						
General Liability	The Proposer shall provide and maintain Comprehensive General Liability Insurance protection including "Products and Completed Operations" coverage with a limit not less than: <table data-bbox="553 615 976 720"> <tr> <td>General Aggregate</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Products-Comp Ops</td> <td>\$1,000,000</td> </tr> </table>	General Aggregate	\$1,000,000	Each Occurrence	\$1,000,000	Products-Comp Ops	\$1,000,000
General Aggregate	\$1,000,000						
Each Occurrence	\$1,000,000						
Products-Comp Ops	\$1,000,000						
Auto Liability Insurance	The Proposer shall provide and maintain during the life of this RFCSP, automobile public liability insurance in amounts of not less than \$300,000 each single occurrence for bodily injury or death (maximum of \$100,000 per person), and \$100,000 for each single occurrence of property damage or destruction. Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by Proposer.						

PROPOSER PRICES

Proposal prices must be firm for the duration of the contract, unless other time stipulations are noted elsewhere in the Special Conditions and Instructions as listed in the package.

PROCUREMENT CARD ORDERING CAPABILITY

The District may, at their discretion, elect to use a MasterCard Procurement Card to procure goods in lieu of a Purchase Order for payment resulting from the award of this contract.

TAXES

The Birdville Independent School District is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN RFCSP. Birdville ISD Federal ID Number is 75-6000193. Tax exemption certificates will be executed by the District upon request.

INVOICING

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded. Terms for payment, Net 45 from receipt of complete/correct invoice unless otherwise stipulated as a deviation on Form B and approved by the district.

Please include the following items on your invoice document:

- Company Name and Name of Contact
- Remit Address
- Invoice Number
- Invoice Date
- Prompt Pay Discount, if proposed
- Ship to Information
- Details of items shipped and/or services rendered
- Total amount due

It is preferred that you email your invoices to accounts.payable@birdvilleschools.net; however, if you do not have this capability, you may mail your invoice to the following address:

Birdville ISD
ATTN: Accounts Payable
P. O. Box 14689
Haltom City, Texas 76117

Product support services and rebates will be accepted by BISD for any technical support training, or promotional rebates pertaining to your product. However, this will not be a factor in awarding the proposal. Final proposal award will be based on the factors identified in the evaluation section. Any and all monetary rebates shall be paid by check to Birdville ISD within the contract year.

CASH DISCOUNTS

Normal payment terms are approximately 45 calendar days, given that the goods and/or services received are in satisfactory condition. Any discounts available to the School District or early payment discounts should be noted.

Any discounts available to Birdville ISD for early payment should be noted in the proposal. Vendor(s) may propose volume discounts or other adjustments to the price for large orders.

INTERLOCAL AGREEMENT

Included in this proposal is an agreement for you, the Proposer, to enable members of the Educational Purchasing Cooperative of North Texas to utilize this proposal. If you wish to participate in this cooperative and increase the number of school districts able to make purchases from your company, please fill out the form and return with the proposal.

Governmental entities utilizing Internal Governmental contracts with Birdville ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Birdville ISD will be billed directly to that governmental entity and paid by that governmental entity. Birdville ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. (See Form L)

PROTEST PROCEDURES FOR VENDOR/PROPOSER PROTESTS

Vendors/proposers are encouraged to discuss purchasing concerns with the Director of Purchasing. Concerns should be expressed as soon as possible to allow for early resolution at the lowest possible administrative level.

If a vendor desires to protest a decision by Birdville ISD Purchasing Department, the vendor must submit a letter notifying of the intent to protest and include in the letter the reason for the protest along with any evidence available supporting the vendor's position. Submit the letter to: Birdville ISD Purchasing Department, 3124 Carson Street, Haltom City, TX 76117.

The Director shall respond to the vendor within fifteen (15) business days from receipt with an explanation or offer a compromise. If the vendor is not satisfied, the vendor may submit a formal complaint under Board Policy GF (LOCAL).

Even after initiating a formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

PROPOSER'S RETURN PACKET

SECTION II COVER PAGE



RFCSP: #057-19
District IP PA Solution

DUE DATE: February 19, 2019

TIME: 3:00 PM CST

PROPOSER IDENTIFICATION: (Please print information clearly.)

Company Name:		Date:	
Address:		Phone:	
		Fax:	
City/St/Zip		Email:	

I hereby acknowledge receipt of the following addenda (if applicable) which have been issued and incorporated into the RFCSP Document. (Please initial in ink beside each addendum received.)

Addendum No. 1		Addendum No. 3	
Addendum No. 2		Addendum No. 4	

PROPOSAL PRICING

See spreadsheet proposal submission attached. Please complete the excel spreadsheet and return on the required flash drive in an excel version.

SECTION III RFCSP RESPONSE CHECKLIST

To be considered for award of **this** solicitation, all pages contained in the “Packet” (including but not limited to forms A – N, Required Federal Contract Provisions, the Cover Page, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** in a sealed envelope or other appropriate package adequate to conceal and contain the contents prior to the RFCSP date and time. Each RFCSP shall be placed in a separate envelope and properly identified with the RFCSP Number, RFCSP Title, Name of Company submitting RFCSP, and the established time and date to be opened.

Please verify that the documents listed below have been completed, signed, and included in your RFCSP prior to submittal. **TO BE CONSIDERED FOR AWARD, ALL MANDATORY FORMS MUST BE COMPLETED, SIGNED AND RETURNED WITH THIS SOLICITATION.**

Mandatory Forms (required to be considered for the Award of this solicitation):

- Proposer Return Packet and Addendum(s) (Submittals as detailed in the specifications)
 - Insurance
 - References
- Completed – Packet Cover Page
- Completed – Proposer Information Response Form – Form A
- Completed – Deviation/Compliance Signature Form – Form B
- Completed – Non-Collusion Statement – Form C
- Completed – Buy American Provision – Form D
- Completed – HACCP Plan – Form E
- Completed – Criminal Background Check and Felony Conviction Notification – Form F
- Completed – Resident/Nonresident Bidder’s Certification – Form G
- Completed – References – Form H
- Completed – Senate Bill 9 Proposer Certification – Form I
- Completed – EPCNT – Form J
- Completed – Cooperative List – Form K
- Completed – Conflict of Interest Questionnaire – Form L
- Completed – Historically Underutilized Business (HUB) Certification – Form M
- Completed – Required Federal Contract Provisions
- Completed –W-9, Tax Payer Identification Number & Certification (not included in packet)

**FORM A
PROPOSER INFORMATION RESPONSE FORM**

The undersigned, in submitting this RFCSP and endorsement of same, represents that he/she is authorized to obligate his/her Proposer, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFCSP; and that he/she has read this entire RFCSP package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ***all*** sections of this RFCSP.

SUBMITTED BY

Name & Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Website:

HUB:

M/WBE:

EIN or SS#:

DUN:

QUOTE & ORDER INFORMATION

Contact Person & Title:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

REMIT INFORMATION

Location Name/Type:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

HOW WOULD YOU LIKE TO RECEIVE YOUR PURCHASE ORDERS?

CHECK ONE & PROVIDE INFORMATION

Fax

E-mail

U.S. Mail

PAYMENT METHOD

ACH - **If ACH is chosen Bank of America will be in contact to set up electronic payment.**

Printed Check

PLEASE LIST ANY CURRENT AWARDED BIDS YOU HAVE WITH OTHER DISTRICTS OR CO-OPS

Bid or Co-op#:

Contact:

Phone:

Bid or Co-op #:

Contact:

Phone:

SIGNATURES OF COMPANY OFFICIAL

Print Name: _____

Signature: _____

Print Title: _____

Date: _____

**FORM D
BUY AMERICAN PROVISION**

School and institutions participating in the NSLP and SBP are required by law to use child nutrition funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A “domestic commodity or product” is defined as one that either is produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Therefore, when child nutrition funds are used to acquire foods, schools and institutions must ensure that the items comply with this requirement. Additional requirements for preference for agricultural products from Texas are applicable to the use of child nutrition funds, in accordance with the Buy American Provision, Section 44.042, Texas Education Code.

Does Proposer agree? Yes _____ Initials of authorized company representative

**FORM E
HACCP PLAN**

HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw materials production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Our company has a current Hazard Analysis and Critical Control Points Plan (HACCP) or good manufacturing practices in place for the duration of this contract.

Yes, we have a HACCP **No, we do not have an HACCP**

Signature

Date

**FORM F
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.

I, the undersigned agent for the Proposer named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section. Proposer is responsible for the performance of the persons, employees and/or sub-Proposers. Proposer agrees to provide services for the Birdville ISD pursuant to this RFCSP on any and all Birdville ISD campuses or facilities. Proposer will not assign individuals to provide services at a Birdville ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Birdville ISD Purchasing Department.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

Proposer's Name:			
A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable. (If No, complete items B and C.)			
			Y N
B. My firm is not owned or operated by anyone who has been convicted of a felony.			
			Y N
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:			
Y N			
Name of Felon(s):			
Details of Conviction(s):			
Signature of Company Official:		Date:	
NOTE: Name and signature of company official should be the same as initials on the affidavit (Form B).			

FORM G
RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident Proposers. The pertinent portions of the Act are as follows:

Section 2252.001(3) "Nonresident bidder" means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4) "Resident bidder" means a bidder whose principal place of business is in this state, including a Proposer 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 nonresident's principal place of business is located.

Company Name: _ is/isn't a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Yes - Resident **No - Nonresident**

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the Proposer's ultimate parent company or majority owner employ at least 500 persons in Texas?	Yes _____	No _____
---	-----------	----------

Does Proposer agree? Yes _____ Initials of authorized company representative

**FORM H
REFERENCES**

Proposers must provide at least three (3) references for which they have performed similar services within the past twenty-four (24) months. Two (2) of the references shall be school districts serviced. The references should be of like size and nature as the BISD. The references shall include the name of the company, contact person, phone number, fax number and e-mail address, length of time work has been performed, types of tasks performed and service provided. See attached reference sheet.

1.	Company Name:			
	Address:			
	City/State/Zip:			
	Contact Person:		Email:	
	Business Phone:		Fax:	
	Description of project or work completed:			
2.				
	Company Name:			
	Address:			
	City/State/Zip:			
	Contact Person:		Email:	
	Business Phone:		Fax:	
	Description of project or work completed:			
3.				
	Company Name:			
	Address:			
	City/State/Zip:			
	Contact Person:		Email:	
	Business Phone:		Fax:	
	Description of project or work completed:			

FORM I
MODEL SB 9 PROPOSER CERTIFICATION FORM
Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires service Proposers to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a Proposer (to include any subcontractors and/or independent Proposers) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under Federal law or the laws of another state.

On behalf of _____ ("Name of Proposer"),

I First Name: _____ Last Name: _____

Certify that [check one]:

None of the Proposer's employees are *covered employees*, as defined above.

Or

Some or all of the Proposer's employee are *covered employees*. If this box is selected, I further certify that:

Proposer has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Proposer has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Proposer receives information that a covered employee has a disqualifying conviction, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Proposer will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Proposer with this certification may be grounds for contract termination.

Signature Date

FORM J



EPCNT

Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT CLAUSE

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

Yes _____ No _____

If you (the Proposer) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Birdville ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Birdville ISD will be billed directly to that governmental entity and paid by that government entity. Birdville ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>

Company Name: _____ Date: _____

**FORM K
COOPERATIVE LIST**

Birdville ISD is a member of the following Cooperatives. Please check if your company is a member of the following cooperatives.

- BuyBoard - The Local Government Purchasing Cooperative
- Choice Partners (Harris County Department of Education)
- DIR - State Purchasing Cooperative - Department of Information Resources
- EPCNT - Educational Purchasing Cooperative of North Texas
- HGAC – Houston-Galveston Area Council
- National Intergovernmental Purchasing Alliance (IPA)
- NJPA – National Joint Powers Alliance
- PACE - Purchasing Association of Cooperative Entities
- Tarrant County Cooperative Purchasing Program
- TCPN - The Cooperative Purchasing Network
- Texas Smart Buy - State Purchasing Cooperative
- TIPS - The Interlocal Purchasing System
- U.S. Communities
- Other(s) _____
- None

Does Proposer agree? Yes _____ Initials of authorized company representative

FORM L

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received 	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center" style="margin-top: 20px;"> A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p align="center" style="margin-top: 20px;"> B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p align="center" style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p align="right" style="margin-top: 20px;"> _____ Date </p>		

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

FORM M

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
CERTIFICATION**

Companies that have been certified by the Texas Building and Procurement Commission (TBPC) as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Bid Invitation. The electronic catalogs will indicate HUB certification for vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. (Required documentation for recognition as a HUB).

Minority

Small Business

Woman Owned

My company has NOT been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PLEASE PRINT)

TITLE

DATE

FORM N

**CERTIFICATION FOR CRIMINAL HISTORY CHECK
(In compliance with Texas Education Code § 22.0834(A))**

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

“Direct contact with students”-The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of _____ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are covered employees, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

Some or all of Contractor’s employee are covered employees. If this box is selected, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.

(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Title

Date

SECTION IV
BIRDVILLE INDEPENDENT SCHOOL DISTRICT
STANDARD TERMS AND CONDITIONS

The words “bids,” “request for proposals,” “quotes,” “RFPs,” “RFCSPs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all procurement types to which they are attached. The term vendor, contractor or firm means each vendor chosen for award by Birdville ISD.

These Standard Terms and Conditions are part of the final contract and part of the terms and conditions of each purchase order issued in connection with this solicitation.

1. **INDEPENDENT PROPOSER** - Proposer shall operate hereunder as an independent Proposer and not as an officer, agent, servant or employee of Birdville ISD. Proposer shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, proposers, subcontractors and consultants.
2. **ASSIGNMENT** - The Proposer shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Birdville ISD. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the School District.
3. **CONFLICT OF INTEREST** – The Proposer covenants and agrees that Proposer and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the School District shall have a financial interest, direct or indirect, in any contract with the BISD, or be financially interested, directly or indirectly, in the sale to the School District of any land, materials, supplies or services, except on behalf of the BISD or in compliance with the provisions of the Birdville ISD Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the School District.
4. **SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
5. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
6. **GRATUITIES** - The District may, by written notice to the Proposer, cancel this RFCSP without liability to Proposer if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any Board Member, officer, or employee of the Birdville ISD with a view toward securing a RFCSP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.
7. **JURISDICTION** - The Purchase Order(s) resulting from this RFCSP shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.
8. **COMPLIANCE WITH LAWS** – Vendor shall comply with all federal, state and local laws, statues, ordinances, rules and regulations, including, if applicable, worker’s compensation laws, minimum and maximum salary and wage statues and regulations, prompt payment and licensing laws and regulations. For the entire duration of this contract, Vendor shall maintain all required licenses, certifications, permits and any other

documentation necessary to perform this Agreement. When required or requested by Birdville ISD, Vendor shall furnish proof of Vendor's compliance with this provision.

9. **EQUAL OPPORTUNITY** – It is the policy of Birdville ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or matter directly or indirectly related to employment, because of age (except where based on bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontractor entered into for the performance of this Agreement 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 agreement.
10. **MINORITY & WOMEN'S BUSINESS ENTERPRISE (MWBE), HISTORICALLY UNDERUTILIZED BUSINESS (HUB) AND SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION** – Birdville ISD encourages the use of MWBE, HUB and SBE as prime and subcontractors. However, these entities must meet the same minimum standards and requirements of the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as MWBE, HUB or SBE participants. Proposers shall indicate on their submitted proposals whether or not they are MWBE, HUB or SBE vendor and whom they are certified e.g. City, State, and Federal. Complete the enclosed HUB Certification and provide a copy of the certificate(s) with the proposal. Please note that Birdville ISD does not have any percentage of participation or a disparity study completed.
11. **SAFETY** – Vendors, 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 services under this Agreement, including without limitation, those promulgated by Birdville ISD and by the Occupational Safety and Health Administration (OSHA). All items must meet all applicable OSHA standards and regulations and all electrical items must bear appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by Birdville ISD. Vendor shall indemnify and hold Birdville ISD, harmless from all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of Vendor's obligations under this provision.
12. **MATERIAL SAFETY DATA SHEET** – Vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment 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 required.
13. **RECYCLED MATERIALS** – Texas state law requires that a purchasing preference be given to any product made from recycled material if it meets written specifications as to quality and quantity. If a product bid on this solicitation contains recycled material, identify the item number and report the percent of the recycled material in the product and the percent of the post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive."
14. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
15. **NON-APPROPRIATION CLAUSE** – In accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts, the proposer recognizes that the continuation of any contract

after the close of any given fiscal year of the School District, which fiscal year ends on June 30 of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.

16. **PROPOSER TO PACKAGE GOODS** - Proposer will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Proposer's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Proposer shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. District's count or weight shall be final and conclusive on shipments not accompanied by packing list.
17. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship To."
18. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the Birdville ISD until the School District actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
19. **FORCE MAJEURE** - Neither Proposer nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFCSP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFCSP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFCSP.
20. **RIGHT OF INSPECTION** - BISD shall have the right to inspect the goods upon deliver before accepting them. Proposer shall be responsible for all charges for the return to Proposer of any goods rejected as being nonconforming under the specifications.
21. **RIGHT TO AUDIT** - Proposer agrees that the BISD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Proposer involving transactions relating to this Contract. Proposer agrees that the School District shall have access, during normal working hours, to all necessary Proposer facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The BISD shall give Proposer reasonable advance notice of intended audits.
22. **PRODUCT GUARANTEE** - Proposer guarantees equipment or product offered will meet or exceed specifications identified in this proposal invitation. The proposer shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the District. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the proposer shall, upon written request from the District, promptly remove such equipment or product without any further expense to the District.

23. **GEOGRAPHIC PREFERENCE** – Birdville ISD may apply preference to agricultural products produced, processed, or grown in Texas if the cost to the school district is equal and the quality is equal; if agriculture products produced, processed, or grown in Texas are not equal in cost and quality to other products, the school district give preference to agriculture products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and the quality is equal; a school district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the school district is equal and the quality is not inferior. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by Birdville ISD, in a Child Nutrition Program. See Texas GOV'T Code 2252.001-.004; 2 C.F.R 200.319.
24. **BOYCOTT OF ISRAEL** – As required by Chapter 2270 of the Texas Government Code, effective September 1, 2017, Proposer verifies by its signature on this RFCSP that it does not boycott Israel and will not boycott Israel during the terms of this agreement or any contract pursuant from this RFCSP.
25. **FOREIGN TERRORIST ORGANIZATION** – Proposer verifies by its signature on this RFCSP that it is not a foreign terrorist organization identified on the lists prepared and maintained by the Texas Comptroller of Public Accounts. If proposer has misrepresented its inclusion in the Comptroller's list, such omission or misrepresentation voids this Agreement and any contract pursuant from this RFCSP.
26. **COPYRIGHT** – All contracts paid from State or Federal grants administered by a State or Federal agency must retain copyright for the State and Federal government (if a Federally funded contract) unless otherwise negotiated in writing with the State or Federal agency pursuant to the provisions in 2 CFR 200.315, title to intangible property vents the Birdville ISD, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Vendor agrees to protect Birdville ISD, from any claim involving infringement of patents or copyrights.
27. **PRICE WARRANTY** - The price to be paid by the BISD shall be that contained in Proposer's proposal, which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to Proposer's current prices on orders by others, or in the alternative upon School District's option, BISD shall have the right to cancel this contract without liability to Proposer for breach or for Proposer's actual expense.
28. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
29. **INDEMNIFICATION** – Proposer does hereby agree to waive all claims, release, indemnify and both hold harmless the School District, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Proposer, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Proposer is legally liable, arising out of or in connection with the performance of this contract, and Proposer will at its own cost and expense defend and protect the School District against any and all such claims and demands.
30. **NON-DISCRIMINATION** - Proposer shall not discriminate against any employee or applicant for employment of Proposer or of the School District because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Proposer shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This

action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

31. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Proposer warrants that it, and any and all of its subcontractors, will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Proposer or any of its subcontractors. **Proposer warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the School District harmless against any claims or allegations asserted by third parties or subcontractors against School District arising out of Proposer's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
32. **DRUG POLICY** - All BISD property and facilities are a "drug-free zone." No one may use, consume, carry, transport, or exchange tobacco, cigarettes or illegal drugs while in a School District building or while on School District property. The responding company and its employees shall adhere to this policy.
33. **TERMINATION FOR DEFAULT** - BISD reserves the right to terminate the contract without prior notice in the event the Proposer defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the proposal specifications. In the event of termination the School District reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the proposal to the next lowest responsible proposer. Any such act by the School District shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to the School District of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Proposer hereunder, Proposer shall be liable for and shall reimburse the School District for such excess. Proposers shall, for this purpose, keep their proposals open and prices fixed for a period of 90 days following the award of this proposal.
34. **TERMINATION WITHOUT CAUSE** - BISD shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, the Proposer shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. BISD shall pay the Proposer, to the extent funds are 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.
35. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with School District or Proposer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either School District or Proposer.
36. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.