

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
8961 Tesoro Dr.
San Antonio, Texas 78217**

Requests for Proposals will be received in the Office of the Executive Director of Procurement & eCommerce for **SOFTWARE, PRODUCT SUPPORT, ANNUAL RENEWAL OF SOFTWARE LICENSES, AND SOFTWARE CONSULTANTS II** per proposal specifications and conditions on or before **10:30 a.m. CST, on Friday, October 27, 2017**, without exception. Proposals received after the specified time will not be considered. All interested parties are invited to be present for the RFP receipt in the Office of the Executive Director of Procurement & eCommerce, **RICHARD A. MIDDLETON EDUCATION CENTER, 8961 TESORO DRIVE, SUITE 317, SAN ANTONIO, TX 78217**.

North East Independent School District or its designee reserves the right to reject any and/or all proposals, to make awards that are the best value to the District and to waive all formalities and irregularities in bidding.

North East Independent School District participates in interlocal agreements with Judson ISD, San Antonio ISD, and Northside ISD. Awarded vendors agree to extend proposal pricing to Judson ISD, San Antonio ISD and Northside ISD. North East ISD does not guarantee the use of this proposal, use will be at the discretion of Judson, San Antonio, and Northside ISD's. Any contract resulting from this agreement is strictly between the individual districts and the proposer.

Please mail or deliver to:

David Bohannon, Executive Director of Procurement & eCommerce
North East Independent School District
8961 Tesoro Drive, Suite 317
San Antonio, Texas 78217

North East Independent School District uses Raptor to process people entering the building at the above mentioned address. A valid state issued identification card, driver license or military identification is required. Allow ten to twenty minutes for this process.

NEISD DOES NOT ACCEPT ELECTRONIC SUBMISSIONS OR FAX BIDS.

Please place the RFP in a sealed envelope with vendor name and RFP number on the outside of the envelope.

NOTE: This is a request for proposal, IT IS NOT AN ORDER.

RFP #39-18

All bids submitted must be received and time-stamped in the Department of Procurement & eCommerce prior to the deadline specified as the bid opening time and date. North East ISD shall not be held liable for late submissions.

NOTE: FAILURE TO RESPOND TO THIS RFP WILL REMOVE YOUR NAME FROM OUR BID MAILING LIST DATABASE FOR THIS PARTICULAR ITEM. IF YOU CANNOT BID ON THIS ITEM AT THIS TIME AND WOULD LIKE TO REMAIN ON THE BID MAILING LIST DATABASE, PLEASE SUBMIT A "NO BID" ON THE RFP FORM AND RETURN IT TO US.

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**RFP #39-18 SOFTWARE, PRODUCT SUPPORT, ANNUAL
RENEWAL OF SOFTWARE LICENSES, AND SOFTWARE CONSULTANTS II**

North East Independent School District is requesting proposals for SOFTWARE, PRODUCT SUPPORT, ANNUAL RENEWAL OF SOFTWARE LICENSES, AND SOFTWARE CONSULTANTS II per the specifications and conditions. NEISD does not guarantee any purchase quantities or dollar amounts. Products include but are not limited to: instructional software, web-based software, subscriptions, software support, and software consulting.

1. There are two sections to this proposal. Section I is for firm, line item pricing for specific items. Firm, line item pricing for specific items as listed in Section I, will remain in effect for one year from the date of award. A manufacturer's price increase may occur only once a year in conjunction with the award date anniversary, and will only be recognized when proof of an increase has been received in the Office of Procurement & eCommerce thirty (30) days prior to the increase taking effect. Section II is for catalog pricing for items not specifically listed in Section I of this proposal (see Schedule A for additional information). Completion of Section II – Catalog Pricing (even if not bidding on Section I) will ensure proposer is approved to solicit quotes for the purchase of items not specifically addressed in Section I. Catalog discounts will remain firm for the life of the contract.
2. NEISD reserves the right to make awards that are the most advantageous to the district.
3. This bid may be awarded to multiple vendors.
4. After RFP results have been evaluated and upon approval by the Board of Trustees, if required, awarded vendors will be notified in writing of award. Contracts for purchases will be put into effect by means of purchase orders issued by the Executive Director of Procurement & eCommerce.
5. All prices and quotes should be itemized to include all costs.
6. NEISD reserves the right to waive or take exception to any part of these specifications when in the best interest NEISD.
7. All invoices shall reference the district's purchase order number.
8. It is not the policy of the North East Independent School District to purchase on the basis of low proposals alone. Quality and suitability to purpose being controlling factors, it is understood that the purchaser reserves the right to arrive at such by whatever means may be determined. The following criteria shall be used to evaluate each proposal:

EVALUATION CRITERIA

- (1) the purchase price
 - (2) the reputation of the vendor and of the vendor's goods and services
 - (3) the quality of the vendor's goods or services
 - (4) the extent to which the goods or services meet the District's needs
 - (5) the vendor's past relationship with the District
 - (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
 - (7) the total long-term cost to the district to acquire the vendor's goods and services
 - (8) 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 vendor or the vendor'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; and
 - (9) any other relevant factor specifically listed in the request for bids or proposals
9. Payment terms will be net thirty (30) days after acceptance of delivery or signed receipt or correct invoice, whichever comes later.

Company: _____

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10. Prices must include any and all delivery charges.
11. Delivery shall be F.O.B. Destination, Freight Prepaid.
12. NEISD reserves the right to waive any irregularities or formalities in this proposal.

Company: _____

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CONFLICT OF INTEREST DISCLOSURE

A Conflict of Interest Disclosure is included and should be signed and returned with proposal. The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a vendor failed to file a conflict of interest questionnaire required by Section 176.006. Failure to submit a completed and signed Conflict of Interest Disclosure may result in the disqualification of the proposal.

OPTION TO EXTEND CONTRACT

The NEISD reserves the right to extend this contract for four (4) additional one-year contracts. If the option to renew is exercised, the contract will continue under the same terms and conditions

NON-APPROPRIATION OF FUNDS

In the event funds are not appropriated by the NEISD's governing body in any fiscal period for payments due under this contract, then the Executive Director of Procurement & eCommerce or designee, will immediately notify the successful proposer(s) or their designee(s), of such an occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to NEISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

UNIFORM COMMERCIAL CODE

This contract shall be governed in accordance with the rights and remedies set forth in the Uniform Commercial Code as adopted by the State of Texas.

TERMINATION CLAUSE

NEISD reserves the right to terminate this contract including, but not limited to, non-performance with thirty (30) days written notice.

RIGHT TO REJECT

North East Independent School District of San Antonio, Texas, reserves the right to reject any and all proposals submitted and to request additional information from all proposers.

WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waive or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

VENUE

Both parties agree that a venue used for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas.

PUBLIC INFORMATION REQUESTS

North East ISD is a political subdivision of the State of Texas, and as such all information and documentation in its possession, custody or control is subject to the requirements of the Texas Public Information Act set forth in Chapter 552 of the Texas Government Code. You understand that by submitting this bid, to include all supporting documentation, it is in the possession of the District. Therefore, North East ISD must and will provide all procurement and bid submittal information to any third-party that submits a Public Information Act request for the documents, with the exception of vendor financial statements.

Company: _____

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TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

In the 2017 session the Texas Legislature adopted House Bill 89, effective September 1st 2017, which added section 2270 to the Texas Government Code. The state law requires governmental entities to receive written verification from any company they seek to enter into a contract with for goods or services stating that the company:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the contract.

The attached verification form must be completed and returned with your proposal to the office

CERTIFICATE OF INTERESTED PARTIES (HB 1295 FORM)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. More information is located at the following site:

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

A business entity must use the on-line application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The on-line application may be obtained at the following site:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Vendor must include signed and notarized HB 1295 Form in this proposal submission.

Company: _____

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SECTION I – FIRM, LINE ITEM PRICING.

**(IF YOU ARE OFFERING MULTIPLE PRODUCTS, PLEASE SUBMIT A SEPARATE SOFTWARE QUESTIONNAIRE
AND PRICE SHEET FOR EACH PRODUCT OFFERED)**

Name of Product: _____

Which area is the primary focus of your product: (select 1)

- ☐ **Curriculum and Instruction** (reading, math, science, social studies, etc.)
- ☐ **World Language** (language support, bilingual, dual language, etc.)
- ☐ **Fine Arts** (art, music, theater, etc.)
- ☐ **Specialized Learning Services** (gifted and talented, special education, intervention, etc.)
- ☐ **Other** (management tools, technology applications, assessment)

Briefly outline the function and capabilities of your product. _____

What subject area(s) does your product support? (select all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Reading | <input type="checkbox"/> Math |
| <input type="checkbox"/> Science | <input type="checkbox"/> Social Studies |
| <input type="checkbox"/> Gifted and Talented | <input type="checkbox"/> Theater |
| <input type="checkbox"/> Art | <input type="checkbox"/> Music |
| <input type="checkbox"/> Management Tools | <input type="checkbox"/> Productivity Tools |
| <input type="checkbox"/> Language Support | <input type="checkbox"/> Assessment |
| <input type="checkbox"/> Bilingual | <input type="checkbox"/> Test Prep |
| <input type="checkbox"/> Dual Language | <input type="checkbox"/> Physical Education |
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Intervention |
| <input type="checkbox"/> Other | |

Is your product primarily used by students, teachers or both? _____

If for students, what grade level does your product target? _____

What platforms is your product fully compatible with? _____

What are your minimum system requirements? _____

Do you offer free online help/support? _____

Website: _____

Company: _____

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One time purchase price of software or subscription: \$_____ Percent discount off list price: _____%

Number of user licenses included with purchase of software or subscription: _____

Does purchase price of software or subscription include product support? _____ Duration: _____

District-wide license \$_____ Site License \$_____ Individual staff/student license \$_____

If you offer tiered pricing for licenses based on the number of users, please detail: _____

Annual renewal of software licenses:

District-wide license \$_____ Site License \$_____ Individual staff/student license \$_____

If you offer tiered pricing for annual license renewals based on the number of users, please detail: _____

Annual renewal of software support agreement:

District-wide license \$_____ Site License \$_____ Individual staff/student license \$_____

If you offer tiered pricing for annual software support renewals, please detail: _____

For consultant services:

Hourly fee: \$_____

Per project fee: \$_____

Any other fee not listed above: _____

Company: _____

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SCHEDULE A

BENCHMARK/CATALOG PRICING INSTRUCTIONS

Benchmark/catalog pricing is a pricing structure that uses verifiable prices as a starting point for establishing the final cost of a product. A benchmark/catalog price can be established in various ways. Listed below are examples of benchmark/catalog pricing.

- A. Manufacturer's catalogs/price sheets
- B. Company catalogs/price sheets
- C. Store catalog/price sheet
- D. Shelf pricing

Catalogs and price sheets may be bid different ways. Listed below are several methods of bidding a benchmark/catalog bid.

NET PRICING

In this method markups or discounts are already calculated into the catalog/price sheet, and the vendor should bid their catalog/price sheet using a discount of net or 0% as the basis for the bid. The price quoted is the final unit price.

DISCOUNT PRICING

For discount pricing the catalog/price sheet **does not** include any vendor markups or discounts. In this instance a percentage markup or discount from the catalog/price sheet is bid, and it is the customer's responsibility to calculate the final price for each item purchased.

SHELF PRICING

If a vendor does not offer, or have access to, a catalog or price sheet, a bid using Shelf Pricing is acceptable by North East ISD. For shelf pricing a vendor can bid a discount from the shelf price or bid the shelf price.

Example:

**BENCHMARK DESCRIPTION, CATALOG,
OR WEBSITE:**

% DISCOUNT or % MARK-UP

Custom net pricing 0 % 0 %

If your company offers no discount from catalog pricing, please respond with 0% on your bid.

Company: _____

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SECTION II – DISCOUNT FROM CATALOG

Identify the benchmark, catalog or website below:

Multiple vendors may be awarded in this section. You must indicate a minimum of 0% to be included in this section.

(The benchmark must be verifiable by North East ISD. See Schedule A for more information.)

Benchmark Description, Catalog, or Website (if your company offers not discount pricing, please respond with 0%)	Discount %	Mark-up %
Delivery time after catalog order is placed:		
Freight cost for catalog orders:		
Restocking Fee: (Yes or No and Cost)		
Exceptions and/or comments:		

If you have any questions regarding this RFP, contact the
Procurement & eCommerce Bid Coordinator at 210.407.0403.

Company: _____

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Signature Page

Three (3) page requirements: 1. Answer Statements 2. Signature 3. Company information.

In the event funds are not appropriated by the NEISD's governing body in any fiscal period for payments due under this contract, then the Executive Director of Procurement & eCommerce, or designee, will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to NEISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

The undersigned certifies that the firm and/or principals of the firm **(check one) is ___/is not ___** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the District of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Also, pursuant to the State of Texas Legislative Senate Bill NO. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm **(check one) is ___/is not ___** owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly held corporation.

The undersigned affirms that they are duly authorized to execute this contract, that this company, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

By submitting this offer, the undersigned acknowledges that the Conflict of Interest questionnaire, in accordance with HB914, has been received, that instructions have been read, and the questionnaire has been/is being submitted as necessary.

By submitting this offer, the undersigned acknowledges that the Disclosure of Interested Parties form, in accordance with HB1295, has been received, that instructions have been read, and the questionnaire has been/is being submitted as necessary.

Original Authorized Signature ► _____ ◀
(Person Responsible for Proposal)

Company _____

Name of Representative _____
(Type or Print)

Address _____

City, State _____ Zip _____

Phone _____ Fax _____ Date _____

Email _____

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Texas Government Code Chapter 2270 Verification Form

Texas Government Code Chapter 2270, enacted by HB 89 in the 2017 Texas Legislative session, requires any governmental entity to receive written verification from any company they seek to enter into a contract for goods or services entities regarding the boycotting of Israel. This form must be completed and returned with your proposal.

The undersigned verifies that _____:
(Insert Company Name Here)

1. does not boycott Israel; and
2. will not boycott Israel during the term of the contract.

DATED this _____ day of _____, 20_____.

Signature of Company Representative

Printed Name of Company Representative

Definitions per Section 2270.001:

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

Company: _____

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

SAMPLE FORM

SAMPLE FORM

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

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

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

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

5 Check one: ☐ There is NO Interested Party.

6 I, _____, do hereby swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, _____, said _____, this the _____ day
of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Company: _____

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CONFLICT OF INTEREST

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

NO CONFLICT – Line 1 – Company name, Line 4 – Sign and date.

CONFLICT – Line 1 – Company name, Lines 2 & 3 - answer questions, Line 4 – Sign and date.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4 _____

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Company: _____

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EDGAR Vendor Certification
(2 CFR Part 200 and Appendix II)

When a school district seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All vendors submitting proposals must complete this EDGAR Certification Form regarding vendor's willingness and ability to comply with certain requirements which may be applicable to specific school district purchases using federal grant funds.

For each of the items below, vendor should certify vendor's agreement and ability to comply, where applicable, by having vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the district will consider and may list the vendor's response as "NO," the vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a school district to purchase from the vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Except as otherwise provided for in these Terms and Conditions, either party may terminate the contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party.

North East ISD will not be liable to the vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure, North East ISD may, in its sole discretion, terminate the contract in whole or part, provided such termination complies with the procedures set out above. Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in vendor's industry equally and are not actions taken solely against vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to the vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

With this paragraph, the school district shall only be required to pay vendor for goods or services delivered to the school district prior to the termination and not otherwise returned in accordance with vendor's return policy. If the school district has paid vendor for goods or services not yet provided as of the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a school district purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the school district's purchase order, or construction contract agreed to by the vendor, this provision shall prevail.

Company: _____

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3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any school district purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by federal program legislation, vendor agrees that, for all school district prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all school district contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the

Clean Air Act (42 USC 7401- 7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the district and all school districts with pending purchases or seeking to purchase from vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

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

10. Procurement of Recovered Materials:

For School district purchases utilizing federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a school district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a school district may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a school district, vendor agrees to provide information and negotiate with the School district regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by vendor to the school district shall not exceed the awarded pricing, including any applicable discount, under Vendor's District Contract.

12. General Compliance and Cooperation with school districts:

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a school district, it shall make a good faith effort to work with school districts to provide such information and to satisfy such requirements as may apply to a particular school district purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with School districts		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name

Company: _____

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
8961 Tesoro Drive
San Antonio, TX 78217**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

Before turning in your proposal, did you do the following?

_____ Did you check <https://www.neisd.net/site/Default.aspx?PageID=11234> for any addendums?

_____ Is Section I - Firm Line Item Pricing completed and included?

_____ Is Section II – Discount from Catalog completed and included?

_____ Is completed and signed Signature Page, with questions in paragraphs 2 and 3 answered, enclosed?

_____ Is completed and signed HB 89 Texas Government Code Chapter 2270 Verification Form enclosed?

_____ Is completed, signed, and notarized HB 1295 Form Certificate of Interested Parties enclosed?

_____ Is completed and signed Conflict of Interest Questionnaire enclosed?

_____ Is completed EDGAR Vendor Certification Form enclosed?

Additionally, for service providers:

_____ Is signed and notarized Hold Harmless Agreement enclosed?

_____ Is proof of insurance enclosed?

_____ Has Contractor Fingerprinting Packet been completed if applicable?

Company: _____