HUNTINGTON INDEPENDENT SCHOOL DISTRICT
Dr. Eric Wright, Superintendent of Schools

PURCHASING DEPARTMENT
908 Main St. Huntington, Texas 75949
Phone (936) 876-4287 Fax (936) 876-3212

Date: September 17, 2009

NOTICE TO PROPOSERS

The HUNTINGTON ISD is accepting sealed proposals as specified in this document. Sealed proposals will be received at the office of the Director of Purchasing, HUNTINGTON ISD, 908 Main St. Huntington, Texas 75949; until:

October 19, 2009 @ 10:00 A.M. **for** **15MB – 30 MB (Burstable) Internet Connectivity Via. Ethernet**

Proposals will be publicly opened and read immediately following the deadline for receiving the proposals at 908 Main St. Huntington TX, 75949. Any questions pertaining to the proposal procedure should be addressed to the Bid Specialist at (936) 876-4287. Any questions pertaining to the proposal specifications should be addressed to the Buyer at (936) 876-4287.

PROPOSAL ENVELOPES SHALL BE PLAINLY MARKED

SEALED PROPOSAL FOR: PROPOSAL NO. 1014A

CONTRACT FOR 15 MB – 30 MB (Burstable) Internet Connectivity via. Ethernet

DO NOT OPEN UNTIL: **October 19, 2009 @ 10:00 A.M.**

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified.

The evaluation criteria specified herein will be used to determine which of the proposals provide the best quality for HISD at the most economical cost. HISD reserves the right to request post-proposal modifications, including best and final offers and considerations. HISD reserves the right to accept or reject any or all proposals, to waive all technicalities, and to accept the proposal(s) that is determined to be the most favorable to HISD. Recognizing that there are important considerations other than price, HISD may not necessarily award to the lowest proposer.

Proposals must be effective for ninety (90) days following deadline for the receipt of proposals.

S C O P E O F P R O P O S A L

It is the intention of HISD to establish an Annual Contract for the Wide Area Network connectivity. Award of contract, should not be construed to be a guarantee as implementation is dependent upon continued availability of funding.

HISD intends to award Internet Connectivity Services for a period of approximately five (5) years. Therefore, HISD is interested in receiving proposals for five (5) years as follows:

- November 1, 2010 through June 30th, 2015

The term of the contract will commence November 1, 2010 and will automatically renew each year. Each renewal shall be subject to the same terms, conditions, requirements and specifications as listed herein unless noted and agreed to by both parties in writing. HISD reserves the right to terminate services upon 30 days written notice to the vendor.

All deliveries and/or installations shall be coordinated with the designated representative of HISD. For shipments designated on the purchase order to the HISD Central Warehouse, delivery hours are 7:30 a.m. to 3:00 p.m. NO DELIVERIES WILL BE ACCEPTED AFTER 3:00 P.M.

ADDENDA TO RFP. HISD reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. **All questions must be received in writing by the Director of Purchasing via fax (936) 876-4287. No addenda will be issued later than October 9, 2009,** except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS

1.1.0 **APPLICABILITY** - These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and proposal forms issued herewith.

1.2.0 **WITHDRAWAL OF PROPOSALS** will not be allowed for a period of 90 days following the proposal opening.

1.3.0 **SPECIFICATIONS** may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured products.

1.3.1 **DISTRICT SPECIFICATIONS** have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.

1.3.2 **MANUFACTURER'S SPECIFICATIONS** (Design Guide), when used by the District, are to be considered informative to give the proposer information as to the type and kind requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

1.4.0 **QUESTIONS** concerning this proposal shall be addressed to the Director of Purchasing, Huntington Independent School District (HISD).

1.5.0 **PROPOSALS SHALL BE SUBMITTED ON THESE FORMS.** Deviations to any Conditions and/or Specifications shall be conspicuously noted in writing by the proposer and shall be included with the proposal.

1.6.0 **SEALED PROPOSALS ONLY ARE ACCEPTABLE. FAXED PROPOSALS** will not be accepted by HISD since the fax process does not provide for the delivery of a sealed proposal.

1.7.0 **REQUIRED ADDENDA** will be issued by HISD Purchasing Department to all those known to have received a complete set of proposal documents.

1.8.0 **QUANTITIES REQUIRED** are substantially correct. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer.

1.9.0 **DELIVERIES** required in this proposal shall be freight prepaid, F.O.B. destination and proposal prices shall include all freight and delivery charges. For shipments designated on the purchase order to the HISD Central Warehouse, delivery hours are 7:30 a.m. to 3:00 p.m. NO DELIVERIES WILL BE ACCEPTED AFTER 3:00 P.M.

1.10.0 **WARRANTY CONDITIONS** for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor or manufacturer for the product. All equipment proposed shall be new unless clearly stated in writing.

1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS, continued

1.11.0 **SAMPLES**, when called for, shall be submitted with the proposal per instructions set forth in the Special Terms and Conditions.

1.11.1 **ADDITIONAL SAMPLES** needed for a proposal to be evaluated properly shall be delivered within (5) working days from the time the vendor is notified by the Purchasing Department.

1.11.2 **SAMPLE ITEMS** from the successful proposer may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample.

1.12.0 **THOSE WHO DO NOT PROPOSE** are requested to notify the Huntington Independent School District Purchasing Department in writing if they wish to receive future proposals. Failure to do so **may** result in their being deleted from our prospective bidders list.

1.13.0 **EVALUATION OF PROPOSALS** takes into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor's service, safety record, and date of proposed delivery and placement. It is not the policy of the Huntington Independent School District to purchase on the basis of low proposals alone.

1.14.0 DISCLOSURES

1.14.1 By signing this proposal, an proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

1.14.2 **PROPOSER SHALL NOTE** any and all relationships that might be a conflict of interest and include such information with the proposal.

1.14.3 By signing this proposal, an proposer affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.

1.15.0 **FUNDING OUT CLAUSE**. Any/all contracts exceeding one (1) year will require a standard "funding out" clause.

"A contract for the acquisition, including lease, of real or personal property is a commitment of the District's current revenue only, provided the contract contains either or both of the following provisions:

1. Retains to the District the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
2. Is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract."

1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS, continued

1.16.0 **ALL CONTRACTS AND AGREEMENTS** between Merchants and Huntington Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code latest edition, Official Text.

1.17.0 **CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Director of Purchasing after proposals have been awarded.

1.17.1 Any additional agreements/contracts to be signed by HISD shall be included with the proposal.

1.17.2 Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.

1.17.3 Tax Exemption: HISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purchase of tangible personal property.

1.18.0 **ASSIGNMENTS AND SUBCONTRACTING**: No part of this order may be assigned or subcontracted without the prior written approval of HISD. Payment can only be made to the Supplier named in this order.

1.19.0 **TERMINATION OF CONTRACT.** It is understood that the District retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The District agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this Agreement shall terminate thirty (30) days following written notification of intent.

1.20.0 **CONFIDENTIAL OR TRADE SECRETS (Government Code, Article 252.049**). If any of the information is considered to be confidential or a trade secret belonging to the proposer and, if released would give advantage to a competitor or proposer, that information should be filed with the proposal in a separate envelope marked **"CONFIDENTIAL - DO NOT DUPLICATE WITHOUT PERMISSION".**

1.21.0 **VENDOR NON-PERFORMANCE.** If at any time, the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, HISD reserves the right to:

1) purchase on the open market and charge the vendor the difference between contract price and actual purchase price, or
2) deduct such charges from existing invoice totals currently due, or
3) cancel within thirty (30) days written notification of intent and remove the vendor from the active proposal file for a period of time not less than one (1) year.
4) re-propose the service/product.
5) award to next lower responsible proposer, if accepted by same.

1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS, continued

1.22.0 **OTHER REQUIREMENTS.** Any problems or discrepancies that are not covered by the above requirements should be directed to the Director of Purchasing for a determination or clarification prior to any action taken on said problem or discrepancy. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

1.23.0 In compliance with Article 5160, V.T.C.S. and Government Code 2253.021, all contracts in excess of $25,000 for the construction, alteration or repair of public buildings shall require of the successful proposer payment bonds in the full amount of the contract. Performance bonds shall be executed when such contracts exceed $100,000. Such bonding shall be executed by a corporate surety duly authorized to do business in this state and be payable to the Huntington Independent School District. **PROPOSAL BONDS**, if required, will be referenced in Section 6 of the Special Terms and Condition

1.24.0 **PROPOSAL DOCUMENTS.** Proposals shall be submitted by the proposer in triplicate, one (1) original and two (2) copies, marked as such.

1.25.0 Prior to commencing any work on this Project, Proposer will certify, on the form provided herein, that for each employee of Proposer who will have direct contact with students, the Proposer has obtained, as required by Texas Education Code Section 22.0834: **

(a) national criminal history record information from a law enforcement or criminal justice agency for each employee of Proposer hired before January 1, 2008; and

(b) national criminal history record information from the Texas Department of Safety for each employee of Proposer hired on or after January 1, 2008.

Any employee who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.

****Required only of awarded vendors**

1.26.0 ENERGY EFFICIENT REQUIREMENTS

Huntington Independent School District is committed to enhancing the learning environment, and to National, State and Local energy conservation and reliability goals. Design professionals should consider including innovative features of high performance/sustainable/green schools as defined by the Sustainable Building Industry Council as facilities that are healthy and productive for students and teachers (acoustic, thermal, and visual comfort; natural daylight; superior indoor air quality; safe and secure); cost effective (optimized energy performance, life cycle approach to costs of ownership, and a commissioning process); and sustainable (energy conservation; high-performance mechanical and lighting systems; environmentally preferable materials; and water-efficient design).

2.0.0 SPECIAL TERMS AND CONDITIONS

2.1.0 **Vendor Qualifications and References.** The vendor will provide information demonstrating their capability in delivering the services requested in this RFP. Experience, qualifications, and certifications will help determine the vendor's ability to deliver the specified services and help assure HISD of a successful project.

Reference names are required and HISD retains the right to contact referenced names, verification of work on any project referenced. Vendors must supply the name, address, point contact, and a current telephone number of five (5) customers with similar requirements to those identified by HISD, which were met by the vendor.

It is the district's intention to obtain the services and products listed in this document from one provider.

Proposer shall submit a support and maintenance plan that includes response to service outages, escalation procedures, and any recommended regularly scheduled maintenance. The manufacturer will actively participate in the installation, configuration, training and support of the proposed system. Proposer and its sub-contractors shall be authorized and/or certified to supply, install, configure, provide warranty service.

2.2.0 **Contract Renewals:** In the event the proposal expires before a mutually agreed written and approved contract renewal is executed, vendor shall extend the contract on a month –to-month basis by mutual agreement.

2.3.0 **Warranties:** The awarded vendor shall assume all liabilities within the scope of consequential damages and incidental expenses, as set forth in the vendor's warranty, which result from either delivery or use of product, which does not meet the specifications within this document.

Final decision will be based on price, services offered and completeness of proposal.

2.4.0 **PROJECT MANAGEMENT.** The Chief Information Officer or designee will oversee the execution of this contract.

The awarded vendor should have one and only one representative for the duration of the project. This individual will be knowledgeable in all aspects of the project and act as the single point of contact for the implementation of the system.

The HISD project manager will make all requests for modifications to the original agreement in writing to the awarded vendor's project manager.

Given **November 1, 2010**, as implementation timeline start date, the vendor should provide an outline of the project with benchmark dates with this proposal.

2.5.0 **EMPLOYEE SOLICITATIONS.** HISD and awarded vendor shall agree that, during the term of the contract, neither party will directly solicit, induce, or attempt to induce any of the other party's employees to leave the employment of the other party. This provision does not, however, restrict an employee of either party from exercising his/her individual rights to apply for any vacant position(s) with the other party.

2.6.0 Project Process. Upon approval, the district will generate a Purchase Order(s) for the software and services to successful proposer(s). The negotiated project plan will be implemented for product procurement, staging, and implementation. Upon completion of service and the required deliverables, HISD will be authorizing payment(s).

2.7.0 Contract Changes. During the term of the contract, HISD reserves the right to make changes or amendments to the work the awarded vendor(s) is required to provide pursuant to this Contract. All such changes shall be made in writing and agreed to by both parties. This Contract may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Contract.

2.8.0 Contract Assignment(s). Neither this contract nor any duties or obligations under it shall be assigned by the awarded vendor(s) without the prior written acknowledgment and authorization of HISD.

2.9.0 Disclosures. By signing this contract the awarded vendor(s) affirm that his/her representative has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the contract.

Awarded vendor(s) affirm that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other consultants.

2.10.0 Confidential Data of HISD. In the course of performing duties under this contract, awarded vendor(s) obtain, or have access to, financial, accounting, statistical, personnel, and other information of a confidential nature concerning students, staff, patron, etc. being served by HISD and employees of HISD (if applicable). All such information is confidential and shall not be disclosed, directly or indirectly, to any person without written authorization of HISD or designee **(Define Designee)**.

Awarded vendor(s) acknowledges that HISD would be irreparably injured if awarded vendor(s) were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for awarded vendor(s) own purposes or benefit and that money damages would not compensate HISD for such irreparable injury.

2.11.0 Indemnity. Consultant shall protect, hold harmless, and indemnify HISD from any and all claims, assessments, suits of law or in equity, expenses, attorney's fees, and damages arising from Consultant's actual or alleged infringement of any United States or Foreign patent,

2.12.0 Non-Appropriation of Funds. The term of this Contract is a commitment of HISD's current revenue only and if funding for the continuance of the services required under the Contract is withdrawn. HISD reserves the right to terminate this Contract in accordance with its funding out clause.

FUNDING OUT CLAUSE. Any contract for the acquisition, including lease, of real or personal property is a commitment of the District's current revenue only:

1. The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
2. The contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract."

2.0.0 SPECIAL TERMS AND CONDITIONS, continued

2.13.0 Offeror Conduct. Beginning with your receipt of this Notice and during the proposal process, Offerors are not permitted to contact any HISD Board of Trustees member, officer or employee, other than the HISD Director of Purchasing. No gratuities of any kind will be accepted, including meals, gifts or trips. Violation of these conditions will subject any offeror to immediate disqualification.

2.14.0 INSURANCE. Vendor(s) shall indemnify and hold harmless the HISD and its Board of Trustees, officers, agents, employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including but not limited to, all expenses of litigation, court cost, penalties, and attorney's fees the HISD incurs defending any action, suit, or claim from any source whatsoever and of any kind or nature arising directly or indirectly on the part of vendor, its agents, employees, contractors, and suppliers, out of the operation under this agreement.

The selected vendor(s) will be required to supply an insurance certificate naming HISD as an additional insured.

The successful vendor(s) will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. The District requires that insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best.

The insurance requirements, as listed in this document, also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

The vendor(s) shall agree to waive all right of subrogation against the district, its officials, employees and volunteers for losses arising from work performed by contractor to the district.

2.0.0 SPECIAL TERMS AND CONDITIONS, continued

CERTIFICATES OF INSURANCE

Certificates of Insurance, name and address of Contractor, the limits of liability, the effective dates of each policy and policy number shall be submitted to Owner prior to commencement of work. The insurance company shall be licensed in the State where the Work is located and shall be acceptable to the Owner.
An added endorsement obligating the insurance carrier to give Owner at least 30 days written notice prior to cancellation or material alteration of the policy shall also be submitted by the Contractor with the Certificates of Insurance.

Type of Coverage	Limits of Liability	
_____A. Commercial General Liability	General Aggregate	$1,000,000
	Products / Completed Operations. Aggregate	$2,000,000
_____B. Automobile Liability	Combined Single Limit (CSL)	$500,000
_____C. Worker's Compensation	Statutory Limits	
_____D. Employers' Liability	Each Accident	$100,000
	Disease (Policy Limit)	$500,000
	Disease (Each Employee)	$100,000

_____HISD must be named as an Additional Named Insured and subrogation against the District must be waived.

_____HISD must have 30 days written notice of policy cancellation or change.

_____The insurance carrier must be an “A+” rated carrier.

_____ The coverage afforded by the carrier will be primary over any other applicable insurance.

3.0.0 FELONY CONVICTION NOTICE

State of Texas 74th Legislative Session of 1995, Chapter 260, Section 76, added Education Code, Section 44.034, **Notification of Criminal History of Contractor:**

Subsection (a) states *"a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".*

Subsection (b) states *"a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".*

Subsection (c) states *" This section does not apply to a Publicly-Held Corporation.*

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

Vendor's Name:

_____

Authorized Company Official's Name (Printed):

_____

A. My firm is not owned or operated by anyone who has been convicted of a felony.
Signature of Company Official:

_____

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
Details of Conviction(s): _____

_____

_____

C. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
Signature of Company Official:

_____

Signature of Company Official:_____

Date:_____

4.0.0 CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.
http://www.statutes.legis.state.tx.us/Search.aspx and search for 2252.001.
This law makes it necessary for the HISD to determine the residency of its bidders. In part, this law reads as follows:

"Section: 2252.001
(3) 'Non-resident bidder' refers to a person who is not a resident.

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002
A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal 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."

I certify that _____
(Name of Company Bidding)

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

_____ Resident Bidder _____ Non-resident Bidder

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

_____ in the state of _____.

_____
Signature of Authorized Company Representative

_____
Print Name

_____ _____
Title Date

5.0.0 NO PROPOSAL NOTIFICATION

HUNTINGTON INDEPENDENT SCHOOL DISTRICT
Purchasing Department
908 Main St. Huntington, TX 75949

HISD is interested in receiving competitive pricing on all items in proposals. We place significant value on quality vendors and we also desire to keep your firm as a Proposer and a supplier of materials, equipment and/or services; therefore, it is important for us to determine why you are not proposing on this contract item. We will analyze your response and attempt to determine if future changes are necessary in our specification development and procedures.

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:
(Please place an **X** by one or more of the reasons listed below.)

1._____Do not supply the requested product/service.

2._____Services requested or scope of job is **TOO SMALL** to be supplied by my company.

3._____Services requested or scope of job is **TOO LARGE** to be supplied by my company.

4._____Specifications are "too tight" or appear to be written around a proprietary product. (Please elaborate on this item.)

5._____Time frame for proposing was too short. (Please elaborate on your primary reason for this judgment.)

6._____Other_____
_____
_____

IF YOU **DID NOT PROPOSE** and wish to remain on the HISD bid list for this item, please indicate:

_____I wish to remain on the bid list.

_____I do not wish to remain on the bid list.

VENDOR SIGNATURE	DATE
PRINTED NAME, TITLE	PROPOSAL NO.
COMPANY NAME	A/C - PHONE NO.
ADDRESS CITY STATE ZIP	A/C - FACSIMILE NO.

6.0.0 Conflict of Interest Questionnaire

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. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire 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 of 10 percent or more?

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

7.0 PROPOSAL BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____ as Surety, are held and firmly bound unto the Huntington Independent School District, Harris County, Texas, hereinafter called the Owner, in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

NOW, THEREFORE, if the Principal shall not withdraw the accompanying proposal within 45 days after the date set for opening thereof, and shall within ten (10) days after the prescribed forms are presented to Principal for signature, enter into a written contract with the Owner in accordance with the Proposal as accepted; and give Bond and good and sufficient surety for the faithful performance and proper fulfillment of such contract including payment of all persons supplying labor or materials there fore, or in the event of the withdrawal of said proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay to the Owner the difference between the aggregate amount for which the Owner may enter into a contract for the same work with another Respondent; if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2009, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

The undersigned agrees to deliver all goods and/or services within _____
calendar days after receipt of order:

Bid security in the amount of 10% of the total proposal in the sum of

($_____)_____dollars

in the form of a _____cashier's check, _____certified check or

_____proposal bond is submitted herewith as a guarantee to furnish performance and payments bonds (of 100%) on all equipment, materials and service awarded.

_____	_____
Business Address	Individual Principal
_____	_____
Business Address	Individual Principal
ATTEST:	
_____	BY: _____
Secretary President	
_____	_____
Business Address	Corporate Surety
ATTEST: _____	BY: _____

8.0 CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY CONTRACTOR-EMPLOYER, APPENDIX A

Certifying Affidavit submitted to:

Name of School District: _____

Mailing Address: _____

_____

Project: _____

_____

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to _____ Independent School District (the "District") that such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees hired *before January 1, 2008*, who (a) have or will have continuing duties related to the contracted services, and (b) have or will have direct contact with students. Such employees are identified by name on Schedule A attached hereto. The undersigned further swears and affirms no employees who meet the requirements of (a) and (b) herein and/or identified on Schedule A have been convicted of any offense identified in Section 22.085 of the Texas Education Code.

(2) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to the District, that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees hired *on or after January 1, 2008*, who (a) have or will have continuing duties related to the contracted services, and (b) have or will have direct contact with students. Such employees are identified by name on Schedule B attached hereto. The undersigned further swears and affirms no employees who meet the requirements of (a) and (b) herein and/or identified on Schedule B have been convicted of any offense identified in Section 22.085 of the Texas Education Code.

8.0 CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY CONTRACTOR-EMPLOYER, APPENDIX A (continued)

(3) The undersigned firm swears and covenants that no present or future employee will provide services to the Project that involve direct contact with students unless and until such employee's national criminal history record information has been reviewed and cleared as required by

Paragraph (2) above, and an updated Certification has submitted by the contracting firm to the District with an updated Schedule B identifying such employees. In the event of an emergency, an employee who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District representative.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code, the contracting firm will immediately remove such employee from the Project and notify the District.

(5) Furthermore, if requested by the District, the name, driver's license number, and any other information required by the DPS will be submitted to the District for any person on either Schedule A or Schedule B.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

_____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, _____.

Notary Public _____ State of _____

My Commission expires _____

9.0.0 SPECIFICATIONS

HISD requires a "turnkey" proposal from a single vendor capable of supplying 15Mgbps connectivity. The proposal should include no out-of-pocket expenses for the district and will be structured in a manner that makes is easy for the district to add, remove or relocate services in the future.

9.1.0 SERVICE LEVEL GUARANTEES. Successful proposals will include the vendor's written service level guarantee for the services and products proposed. Final service level guarantee will be subject to negotiation. The vendor's proposal should reflect the best balance of cost and exposure to district in the event of failure or outages.

9.2.0 SERVICE LEVEL GUARANTEES. Successful proposals will include the vendor's written service level guarantee for the services and products proposed. The minimum warranty proposed on equipment should be three years. All reoccurring service fees for equipment should be included in the contract price proposed.

Final service level guarantee will be subject to negotiation. The vendor's proposal should reflect the best balance of cost and exposure to the district in the event of failure or outages.

9.3.0 CONTRACT TERM. HISD intends to award 15MGbps Internert Connectivity for a period of five (5) years Therefore, HISD is interested in receiving proposals for five years as follows:

- November 1, 2010 through October 31, 2015

The term of the contract will commence November 1, 2010 and renew each year. Each renewal shall be subject to the same terms, conditions, requirements and specifications as listed herein unless noted and agreed to by both parties in writing.

All contracts are subject to availability of funding and may be canceled by the district for lack of funding.

9.4.0 REFERENCES. Please supply five (5) current references whose requirements are of comparable magnitude and quantities that similar services have been provided.

9.4.1 FIRM NAME_____

ADDRESS_____

CITY/STATE/ZIP_____

TELEPHONE NO._____

FACSIMILE NO._____

CONTACT NAME _____

EMAIL ADDRESS _____

9.4.2 FIRM NAME_____

ADDRESS_____

CITY/STATE/ZIP_____

TELEPHONE NO._____

FACSIMILE NO._____

CONTACT NAME_____

EMAIL ADDRESS _____

9.4.3 FIRM NAME_____

ADDRESS_____

CITY/STATE/ZIP_____

TELEPHONE NO._____

FACSIMILE NO._____

CONTACT NAME_____

EMAIL ADDRESS _____

9.4.4 FIRM NAME_____

ADDRESS_____

CITY/STATE/ZIP_____

TELEPHONE NO._____

FACSIMILE NO._____

CONTACT NAME_____

EMAIL ADDRESS _____

9.4.5 FIRM NAME_____

ADDRESS_____

CITY/STATE/ZIP_____

TELEPHONE NO._____

FACSIMILE NO._____

CONTACT NAME_____

EMAIL ADDRESS _____

10.0.0 PROPOSAL FORM

Use the table below to provide pricing for your company's proposal. Attach copies of all necessary and/or standard contracts, warranties or guarantees. Failure to attach these documents as stipulated may result in disqualification of your proposal, regardless of price or other considerations. All equipment required for connectivity is to be supplied and reflected in the monthly fees or other costs proposed.

Acceptance of your proposal does not indicate HISD's acceptance of the terms of any contract, warranty or guarantee attached. All contracts, warranties and or guarantees are subject to negotiation. The district reserves the right to negotiate with several vendors prior to selection of the winning proposal.

10.0.0 PROPOSAL FORM, continued

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer.

ADDENDA, if any: If issued in accordance with this document, the undersigned acknowledges receipt of:

Addenda No: _____ dated _____.

The undersigned agrees to abide by all delivery schedules and timelines provided as part of the proposal and to provide all services and products in accordance with those timelines unless the district provides a properly executed change order.

FIRM NAME_____

ADDRESS_____

CITY/STATE/ZIP_____

TELEPHONE NO._____

FACSIMILE NO_____

EMAIL ADDRESS_____

AUTHORIZED SIGNATURE_____

TYPED/PRINTED NAME_____

E-RATE SPIN NUMBER_____

POSITION WITH COMPANY_____

REPRESENTATIVE'S NAME_____