Northside Independent School District

INVITATION FOR BID

IFB 2026-140, On-Site Maintenance, Materials & Services for Mobile Climbing Wall Towers

Due Date: **Thursday, November 19, 2026 at 10:30 AM (CT)**

Andrea C. Tena, MA, CTCM, RTSBA
Director of Purchasing & Warehouse
607 Richland Hills Drive, Suite 700
San Antonio, Texas 78245

Northside Independent School District
Purchasing Department
607 Richland Hills Drive, Ste 700
San Antonio Texas, 78245
Phone: 210-397-8700
Business Hours: 7:30 AM – 4:30 PM (CT)

IFB #2026-140
(Invitation for Bid)

"On-Site Maintenance, Materials & Services for Mobile Climbing Wall Towers"

Opening Date and Time:
Thursday, November 19, 2026 at 10:30 AM (CT)

The Proposal will be a firm offer which will be irrevocable and valid for 120 calendar days from the opening date.

The Northside Independent School District (NISD) requests interested parties to submit proposals for **"On-Site Maintenance, Materials & Services for Mobile Climbing Wall Towers"**. This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Invitation for Bid. Services required shall be determined solely by the needs of the District.

OPENING DATE AND TIME: The submission must be uploaded to the Bonfire Portal **https://nisd.bonfirehub.com/portal,** (now Euna Procurement) submitted, and finalized prior to the opening date and time of **Thursday, November 19, 2026 at 10:30 AM (CT).** We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before the deadline to begin the uploading process and to finalize your submission.

Proposals will remain sealed until the due date and time to avoid disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period, if applicable. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the IFB. Proposals received after the Proposal due date and time will not be considered.

CONTRACT TERM: The contract shall be valid upon Board of Trustee approval for **one (1) year with the option to renew for two (2) additional one (1) year periods**. The District may award this IFB to a single respondent, multi-supplier award, or line item award based which provides the Best Value to the District upon the evaluation of all proposals received.

SUBMITTAL INSTRUCTIONS: Vendor submittals must be uploaded as separate, signed .pdf/xls. files using the following structure under "Required Documents", pages 23-24 of this solicitation. Responses not submitted as specified above may be deemed "non-responsive".

Vendors are prohibited from discussing any matters related to this formal solicitation during the District's formal evaluation process. Any violations will result in vendor disqualification. Reference attached General Terms & Conditions.

PLEASE NOTE: This contract replaces IFB #2023-178, On-Site Maintenance & Services of Mobile Climbing Wall Towers, expiring 2/28/2027. All vendors are required to respond to this new RFP. Failure to do so, will impact your opportunity to continue business with the District.

Proposal Acknowledgement

Name and Address of Bidder/Proposer: **(Please Print)**

Company Name:_____

Address: _____

City/State/Zip Code:_____

E-mail Address:_____

Telephone# (800 # if available):_____

Vendor Website:_____

BIDDER/PROPOSER AUTHORIZED TO SIGN:

Print Name:_____

Title:_____

Signature:_____Date_____

NORTHSIDE INDEPENDENT SCHOOL DISTRICT

Print Name & Title: Andrea C. Tena, Director of Purchasing & Warehouse

Signature/Date Signed:_____

Revised: 09/2026

MANDATORY FORMS

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

1. Proposal Acknowledgement
2. Vendor Certification Form 3
3. Edgar Compliance 8
4. Purchasing General Terms and Conditions 14
5. Form A – Company Information 18
6. Form B – Pricing and Service Affirmation 21
7. Form C – Bid Sheet 22
8. W9 23

REFERENCES

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

9. References 24

EVALUATION FACTORS AND STATEMENT OF WORK

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

10. Instructions, Submission Of Proposals, Required Documents, And Procedures 25
11. Statement of Work and Specific Conditions 28
12. All addenda that have been issued.

NORTHSIDE ISD
Vendor Certification Form

By submitting this offer, the Vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

DEBARMENT AND SUSPENSION

a. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "Debarment and Suspension." Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. 'Covered transactions' include those procurement contracts for goods and services awarded under a nonprocurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed $25,000 or meet certain other specified criteria. 2 CFR section 180.220 of the Government-wide Non-Procurement Debarment and Suspension Guidance contains those additional limited circumstances. All non-procurement transactions (i.e., sub-awards to sub-recipients), irrespective of award amount, are considered covered transactions.

□ **Acknowledged**

FELONY CONVICTION NOTIFICATION

b. Texas 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 for services performed before the termination of the contract."

Check one:

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

2. ___ My firm is not owned nor operated by anyone who has been convicted of a felony.

3. ___ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s): _____

□ **Acknowledged**

NON-COLLUSION STATEMENT AND ANTI-LOBBYING CERTIFICATION

c. "Non-Collusion Statement" and "Anti-Lobbying Certification": "The undersigned affirms that they are duly authorized to execute this Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (An agreement between two or more persons to deceive the school district or defraud the school district of its rights) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the Northside Independent School District Board of Trustees between bid/proposal submission date and award by the Board.

□ **Acknowledged**

CONFLICT OF INTEREST

d. "Conflict of Interest":

(1) Neither an officer, agent, employee, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor (if the vendor is a sole proprietorship) is a NISD employee or related by consanguinity (second degree) or marriage (first degree) to a NISD employee.

(2) Neither an officer, agent, employee, affiliate, subsidiary, nor stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor itself has a conflict of interest in the performance of its contract with NISD. Note: as used here, "conflict of interest" means a vendor (including its affiliates and subsidiaries) has an interest (financial or otherwise) that is inconsistent with its contractual obligations to NISD, or the vendor's officer's, agent's, employee's, or stockholder's personal interests are contrary or inconsistent with the vendor's contractual obligations to NISD.

(3) Vendor has timely submitted the required conflict of interest questionnaire (CIQ) in compliance with Chapter 176 of the Local Gov't Code and NISD mandates.

Note: Texas law requires vendors to file a CIQ adopted by the Texas Ethics Commission not later than the seventh (7TH) business day after the date that the vendor: (i) begins discussions or negotiations to enter into a contract with NISD; (ii) submits to NISD an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with NISD; or (iii) the date the person becomes aware of an employment or other business relationship with a NISD officer, or a family member of the officer, or that the person has given one or more gifts to an NISD officer of the District, or a family member of the officer. A vendor is further mandated by NISD to file a CIQ thirty (30) days before the vendor's contract term expires and a renewal is considered by NISD. **Failure to timely file the CIQ may disqualify the vendor from being awarded a contract or having its contract renewed.** See NISD Board Policy CHE (LEGAL) and the Texas Ethics Commission for additional information on the filing of a CIQ.

Please complete the Conflict of Interest Questionnaire along with all other required documents to accompany bid/proposal submittal if applicable.

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

□ **Acknowledged**

INSURANCE AND BONDS

e. Submission of a certificate of insurance and or bond (if applicable) by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance or bond meet or exceed the requirements of the solicitation document and/or subsequent contract. Northside ISD may make reasonable reliance on the submitted certificate of insurance or bond. The certificate of insurance or bond must accurately reflect the policy coverages and will become a part of the contract documents and incorporated by reference, but the contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance or bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify Northside ISD, in writing, by certified mail or personal delivery, within ten (10) business days after the vendor knew or should have known of any changes that materially affects the insurance or bond coverage.

□ **Acknowledged**

CRIMINAL BACKGROUND CHECKS/SEARCHES

f. Bidder/Proposer represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with Texas Education Code Chapter 22.

□ **Acknowledged**

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

g. Northside Independent School District (NISD) is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits NISD from

executing a Board or Superintendent approved contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to NISD. A person or business entity entering into a contract and/or agreement with NISD is required by the New Government Code Statute §2252.908, to complete Form 1295 "Certificate of Interested Parties".

Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission's online filing application, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm , printed out, signed, and submitted via email to the designated bid specialist on record.

□ **Acknowledged**

Is your company a publicly traded business entity, including a wholly owned subsidiary of the business entity?

Yes _____

No _____

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

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

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

□ **Acknowledged**

CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89

i. Vendor certifies that is in compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Northside Independent School District.

□ **Acknowledged**

CERTIFICATION OF COMPLIANCE WITH SENATE BILL 252

j. "Senate Bill 252 (SB 252)" updates state contracting law to prohibit governmental entities from contracting with companies engaged in business with Iran, or designated foreign terrorist organizations.

□ **Acknowledged**

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

k. If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or

manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

□ **Acknowledged**

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

l. If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

□ **Acknowledged**

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

m. Client name is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the client name for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

□ **Acknowledged**

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID #_____

NORTHSIDE INDEPENDENT SCHOOL DISTRICT

EDGAR COMPLIANCE

2 CFR SECTION 200 REQUIRED PROVISIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

(Remove if federal funds WILL NOT be used)

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount.**

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

The following provisions are required and apply when federal funds are expended by Northside ISD for any contract resulting from this procurement process.

A. Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when federal funds are expended by Northside ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

F. **Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or 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 Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

K. Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

L. Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

M. Required Affirmative Steps for Small, Minority, and Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR 200.321 – When federal funds are expended by Northside ISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by Northside ISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Northside ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

(Only Applicable to Contracts funded under the National School Lunch Program) Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID #_____

NORTHSIDE INDEPENDENT SCHOOL DISTRICT
PURCHASING GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this IFB and incorporated into any formal written agreement between NISD and the successful Proposer(s).

1. All bids must be submitted utilizing the Bonfire software located at **https://nisd.bonfirehub.com/portal** (now Euna Procurement). No telephone, fax, mail or personal delivery of bids will be accepted. Supporting documentation, descriptive literature or any other documentation submitted as part of a bid response must be attached electronically to the bid response in Bonfire (now Euna Procurement). Any such documentation submitted by other means will not be considered.

2. Vendors are to bid their best firm price on the items listed in the bid. Vendors may bid on one, several, or all of the items listed.

3. All offers are firm. Check your bid response carefully because errors cannot be corrected after proposals are opened. It is a condition to any award under this proposal that bidders shall deliver at prices quoted.

4. The bid is a firm offer which shall be irrevocable and open for acceptance for 120 calendar days unless otherwise specified from the date set for submission of bids.

5. No quantities are guaranteed or implied. Items will be purchased on an as-needed basis.

6. Bid prices remain firm for one year. Northside reserves the right to extend this contract with the same terms and conditions if agreeable to both the District and vendor(s). Renewal of the contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Northside Independent School District, or it's designee, reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

7. Vendor **must** notify Purchasing Department immediately if items are placed on back order, and before making substitutions.

8. Non-Performance. Vendor shall perform to the satisfaction of the Northside Independent School District (District) and comply with the terms and conditions stated herein for the length of the service period. Non-compliance and/or unsatisfactory performance can result in termination of respective services with said vendor prior to the end of the service period given thirty (30) days written notice.

9. Termination. The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this solicitation upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause. NISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective. In the event of termination prior to completion of the Project, compensation shall be prorated on the basis of work actually performed, and the Supplier shall only be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination, unless otherwise mutually agreed upon by District and Supplier.

10. All unit packages must be labeled in a conspicuous place with size, weight, and identification, or any other pertinent information. The purchase order number must also accompany each delivery. All containers shall be labeled to identify the source or supply. All containers shall be stamped with the date of manufacture. The label shall include simple directions covering the use of the item. All items must be labeled to comply with local, state and federal regulations, including OSHA.

11. When a brand name is used, it is for the purpose of establishing quality. Although certain manufacturer or distributor item numbers may be specified, alternates will be considered. The bidder, by bidding an alternate, warrants that products being bid meet or exceed all stated specifications. When an alternate is bid, the bidder must document alternate bid within the line item notes and furnish complete and descriptive literature on item(s) bid. If an alternate is bid and descriptive literature is not included, the bid may be considered invalid. Vendors should provide a link to information about alternate items bid. The inability of District staff to verify that items being bid meet specifications due to company catalog or website not containing the items may be subject to rejection.

12. Manufacturer or distributor information listed is for the purpose of providing vendors with an understanding of what items the District seeks to purchase. This information is not intended to limit bids only to that distributor but is provided for informational purposes only.

13. If not bidding the specified item, a sample is required for considerations of the award, to be delivered upon request; otherwise, that particular item is subject to rejection. The sample should come at no expense to the District and will only be returned to the vendor at their expense. Samples must be labeled with the vendor name, marked with the bid number and bid name, and should be received at the Northside Independent School District, Purchasing Department, 607 Richland Hills Drive, Suite #700, San Antonio, Texas 78245.

14. If bidding on a make or model other than specified, the bidder is to list make and model of the item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District upon request.

15. District reserves the right to determine "equals", or whether an alternate is of equal quality. All District decisions are final.

16. If an awarded vendor ships items that do not comply with the general conditions of the bid or items specifications, such merchandise will not be accepted and a call tag will need to be issued at the vendor's expense for the items to be returned.

17. The District reserves the right to reject any and/or all bids and to make awards on the individual items as they may appear to be advantageous to the District, to include award of different items to different vendors, and to waive all formalities in bidding.

18. The term "As Specified" or "A/S" will not be accepted. If bidding on a make or model other than specified, bidder/proposer is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.

19. Bidder/proposer hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Northside or its Board of Trustees.

20. Delivery shall be FOB Destination and all bids or proposals shall include the cost of transportation to various locations within Northside Independent School District.

21. Time of delivery will be a consideration in making awards. Delivery must be stated in terms of days, weeks, or months.

22. Freight will be prepaid by the vendor. Inside delivery is required.

23. If shipping items on a pallet, a truck with a liftgate will be required at the expense of the vendor.

24. In the event that an awarded vendor and/or manufacturer cannot meet the delivery requirements, it will be the awarded vendor's responsibility to notify the purchaser about the delay at bidrequests@nisd.net as soon as possible. The vendor shall provide an expected delivery date, reason for the delay and an alternate product if one is available.

25. Changes: Northside ISD requires written notification in the event of a model and/or price changes and discontinuations. Original bid price will stay firm for 30 days after written notification of the change. The District reserves the right to re-bid the item(s) listed at any time.

26. Bids will not be able to be submitted and will not be considered after the time and date specified.

27. Payment: Unless otherwise stated, payment terms will be Net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later.

28. The District utilizes Electronic Funds Transfer (EFT) to pay for goods and services. Vendors awarded a contract as a result of this solicitation will be required to provide appropriate banking information to receive payment.

29. Northside Independent School District considers cash discounts or discounts for prompt payment when evaluating bids.

30. Interlocal Agreement with Other School Districts

    a. Membership. Northside ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA), an alliance of over 100 school districts in Texas representing millions of students, sharing information, services, and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

    b. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Northside ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods

and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

c. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. If a member district chooses to utilize this solicitation and subsequent contract, contracts will be awarded individually by those districts. ONLY IF ALLOWING OTHER DISTRICTS the district would contact the vendor to discuss the extension of services. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

31. Bidder hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Northside Independent School District or its Board of Trustees.

32. Contact, either directly or indirectly, between bidders/proposers and District staff, including the District Board of Trustees, other than those in the Purchasing Department during the bidding process or evaluation process is prohibited. Any attempt by a bidder/proposer to contact District staff outside the Purchasing Department may result in disqualification.

33. Jurisdiction and venue for litigation of any dispute, controversy or claim arising as a result of this bid solicitation will be in the appropriate court having subject matter jurisdiction in Bexar County, Texas.

34. As required in Texas Education Code §44.031(b), in determining to whom to award this contract, the District shall consider: the purchase price, the reputation of the vendor and the vendor's goods or services, the quality of the vendor's goods or services, the extent to which the goods or services meet the district's needs, the vendor's past relationship with the district, the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor's goods or services, whether the vendor or the vendor's ultimate parent company or majority owner: A) has its principal place of business in Texas or B) employs at least 500 persons in Texas and finally, any other relevant factor specifically listed in the request for bids or proposals.

35. Conflict of Interest Disclosure: pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Northside ISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.

36. Effective January 1, 2016, all contracts executed by the Northside ISD Board of Trustees', regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission's online filing application.

37. Additional information can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

38. All expenses resulting from preparation and responding to this bid/proposal shall be the sole responsibility of the bidder/proposer and not reimbursable. This provision includes, but is not limited to, bid bonds, performance and payment bonds, reproduction (copy) services, etc.

39. A Vendor awarded a Contract as a result of this solicitation shall defend, indemnify, and save whole and harmless Northside Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Vendor or any agent, employee, subcontractor or supplier of Vendor in the execution or performance of this Contract. The Vendor shall also defend and indemnify the Northside Independent School District against claims by any subcontractor, supplier, laborer, materialman or mechanic for payment for work or materials provided on behalf of the Vendor in the performance of the services contemplated herein, and all such claimants shall look solely to the Vendor and not Northside Independent School District for satisfaction of such claims.

40. NORTHSIDE INDEPENDENT SCHOOL DISTRICT VENDOR VERIFICATION FORMS: All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to be complete the Forms attached to this bid document.

41. A copy of the District's forms available as an attachment to this bid is required to be filled out, signed, and submitted with the bid as an attachment in the required forms. FAILURE TO COMPLY WITH THIS REQUIREMENT IS GROUNDS FOR BID REJECTION.

42. Formation of Contract – A response to this solicitation is an offer to contract with NISD based upon the terms, conditions, scope of work, and specifications contained in the procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by NISD after approval by the NISD Board of Trustees.

43. Entire Agreement – This Agreement, the procurement solicitation issued by NISD, and Vendor's response submitted in response to NISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to the agreement. In the event of a conflict between the procurement solicitation issued by NISD and Vendor's response submitted in response to NISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

44. **INSURANCE.**

a. Unless otherwise agreed to by NISD, the Vendor shall carry insurance with responsible carriers acceptable to NISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Vendor shall furnish certificates of insurance (Acord Form) to NISD indicating compliance with this paragraph. With no intent to limit Proposer(s) liability or the indemnification provision set forth herein, the Proposer(s) shall provide and maintain certain insurance in full force and effect at all times during the term of this agreement and any extensions thereto.

b. The insurance, at a minimum, must include the following coverage and limits of liability:

Coverage	Limit of Liability
Worker's Compensation and Employer's Liability Employer's Liability or other alternative replacement or substitute coverage can be used in place of Worker's Compensation. Any proposal seeking to provide non-subscriber alternative to statutory Workers' Compensation must be reviewed and approved by the District.	[All Providers] Statutory for Worker's Compensation Bodily injury by accident $1,000,000 (each accident)
Commercial General Liability	[All Providers] Bodily injury and property damage, combined limits of $1,000,000 each occurrence and $2,000,000 aggregate
Professional Liability/E&O Liability To Pay on Behalf of the Insured all sums by which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in Professional Services.	[Required for Services Contracts] $5,000,000 per Claim/Aggregate
Cyber Liability Coverage, Including: (1) Privacy Liability; (2) Network Security Liability; (3) Internet Media Liability; (4) Network Extortion; and (5) Funds Transfer Fraud. Data Breach Fund & Regulatory Proceeding coverage is required & can be provided with a Sub-Limit of Liability with limits no less than $100,000 & $500,000 respectively.	[Required for Technology Contracts and Related Services] $5,000,000 Per Claim / Aggregate
Automobile Liability Insurance (Including employer's non-ownership, hired, borrowed, leased and rented auto coverage)	[All Providers] $1,000,000 combined single limit per occurrence

c. **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the District.

FORM A – COMPANY INFORMATION

Notice
This form requires an original manual signature after each subsection, a manual signature on the final page and must be included with the proposal.

STATE OF _____ §
§ **AFFIDAVIT OF OWNERSHIP, CONTROL**
COUNTY OF _____ § **AND CORPORATE INFORMATION**

I, _____ [full name] (hereafter "affiant"),

_____ [state title/capacity with proposal] of

_____ (proposal's corporate/legal name), who

ASSURE THE DISTRICT OF THE FOLLOWING:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated;

2. Proposer(s) seeks to do business with the District in connection with _____ _____ [IFB NUMBER AND TITLE] which is expected to be in an amount that exceeds $10,000.

3. The following information is submitted in connection with the proposal, submission or bid of Proposer in connection with the above described project or matter.

   Company name: _____ Company's EIN # _____

   Home office: _____ Local office: _____

   Address: _____

   City: _____

   State: _____ Zip: _____

   Telephone: _____ Fax: _____

   Contact Person's Name: _____

   Contact Person's Telephone: _____ Fax: _____

   Contact Person's E-mail Address: _____

4. Number of years your organization has been in continuous operation: _____

5. Number of years your organization has been in business under its present business name: _____

6. Does your company pay taxes to the Northside independent school district? _____

7. IF YES, are your tax payments to NISD current? _____

8. Does any officer, partner, owner, sales representative and/or spouse work for the Northside Independent School District?
   □ yes □ no

9. Type of business entity:
   □ publicly traded corporation □ partnership
   □ private corporation □ sole proprietorship
   □ limited partnership □ not for profit entity □ limited liability corporation

10. If corporation, answer the following questions:

    Date of Incorporation: _____
    State of Incorporation: _____
    Charter Number: _____
    President: _____
    Vice President: _____
    Corporate Secretary: _____
    Treasurer: _____

11. If partnership or corporation, date of organization creation: _____

12. If sole proprietor, number of years in business: _____

13. Number of years doing business with NISD: _____

14. Do you have experience with other school districts? _____yes _____no

15. If yes, please list names of school districts:_____

    _____

    _____

16. Name and complete address of all partners listed on a separate sheet and attached.

17. If other than corporation or partnership, describe organization and name of principals:

    _____

    _____

18. Check one of the following:
    □ proposer will provide goods and services with own work force
    □ proposer will purchase goods directly from the manufacturer or other supplier

19. Name of State where your Home Office/Headquarters is located:_____

    If not Texas, does the state have preferential treatment on bids □ Yes □ No

    If Yes, what PERCENTAGE: _____%

    Does Your Company Employ 500 Or More Persons In Texas? □ Yes □ No

20. What is your Unique Entity ID (previously known as DUNS #, if applicable)? _____

I ATTEST THAT I HAVE ANSWERED THE QUESTIONS REGARDING COMPANY INFORMATION TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE.

_____
CORPORATE OFFICER'S SIGNATURE

_____
PRINTED NAME

_____
TITLE

ANTITRUST CERTIFICATION STATEMENT
include with Form A
(Texas Government Code §2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;

3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and

4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Phone: _____

Facsimile: _____

Proposer Signature: _____

Proposer Printed Name: _____

Position with Company: _____

(IF DIFFERENT FROM ABOVE)

Official Authorizing Proposal

Corporate Officer's Signature _____

Printed Name _____

Position with Company _____

FORM B – PRICING AND SERVICE AFFIRMATION

To: Northside Independent School District

IFB Number: _____

IFB Name: _____

Proposal of: _____
(Proposer Company Name)

Proposer will provide the product/services to the Northside Independent School District ("NISD") and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. NISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels. Please see Bid Sheet (**Form C)** to this IFB.

Having carefully examined all the specifications and requirements of this IFB and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above referenced IFB upon the terms quoted below.

1. Price and Products/Services Quotation: The prices quoted shall be NISD's pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that NISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement. Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial IFB response.

2. NISD Payment Terms: NISD's standard payment terms for services are "net 30 days" from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to NISD:

3. General Terms and Conditions: Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this IFB.

Prompt Payment Discount _____% _____days / net 30 days.

Respectfully submitted:

Company Name: _____
By: _____
(Corporate Officer's Signature)
Printed Name: _____
Title: _____
Date: _____

FORM C – BID SHEET
(Vendors are required to fill-in all requested information.)

_____will offer Northside Independent School District the following discount
(Name of Company)

on purchases made at our store(s) or through our catalog(s). _____ % Discount from list price on repair parts and materials (vendors may submit one discount, or a discount range, for example 0-20%).

1. Evaluation Charge: $_____
2. Hourly Labor Rate for Repair Work: $_____
3. Is the Hourly Rate prorated to the nearest 15 Minutes: Yes_____ No_____
3. Daily Rate for Repair Work: $_____
9. Truck/Travel Charge: $_____
4. Do you provide Pick-up and Delivery Service? Yes_____ No_____
5. If yes, what is the cost for Pick-up? $_____
6. If yes, what is the cost for Delivery? $_____
7. Do you offer On-Site Service? Yes_____ No_____
8. If yes, what is the cost for On-site Service? $_____
9. Shipping Charges (if not included in total) $_____
10. What is your average turnaround time for repairs? $_____
11. What are your normal business hours and days of operation? $_____
12. Please provide specific information regarding the qualifications of your staff, including number of Technicians, training, types/brands of equipment they are trained to repair, etc. (Attach a separate sheet if necessary).

_____

_____

How many years has your company provided repair services? _____

Does your company offer on-line catalog availability? Yes_____ No_____

If yes, provide web site: _____

Do you have a walk-in (retail) store for will-call purchases? Yes_____ No_____

Will your company honor blanket purchase orders? Yes_____ No_____

Is the principal place of business for your company in the State of Texas? Yes_____ No_____

Does your company employ at least 500 people in the State of Texas? Yes_____ No_____

define your company's return policy:_____

_____

_____

_____

_____

W9

Proposer is required to upload document to Requested Information as part of Proposal response.

REFERENCES

Bidder must submit three (3) Non-NISD references for which your firm has provided similar products/services within the last three (3) years. Please include Company Name, Name of Contact Person and Telephone Number.

Failure to provide references as requested may cause Bid to be deemed non-responsive.

1. Company Name _____
   Company Address _____
   Point of Contact _____
   Phone Number _____
   Length of Relationship _____
   E-mail Address _____

2. Company Name _____
   Company Address _____
   Point of Contact _____
   Phone Number _____
   Length of Relationship _____
   E-mail Address _____

3. Company Name _____
   Company Address _____
   Point of Contact _____
   Phone Number _____
   Length of Relationship _____
   E-mail Address _____

INSTRUCTIONS, SUBMISSION OF PROPOSALS, REQUIRED DOCUMENTS, AND PROCEDURES

GENERAL INFORMATION: The following instructions by the District are intended to afford Proposer(s) an equal opportunity to participate in the proposal process and provide a predetermined set of criteria representing the District's business and service requirements. This proposal is governed by Texas Education Code (TEC), other applicable state and federal statutes, and all local Board of Trustees policies.

By submitting a proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets conditions.

The designated Bid Specialist during the proposal process shall be Amanda Flores, Purchasing Department, 607 Richland Hills Dr., Suite 700, San Antonio, Texas 78245, phone 210-397-8712, or, amanda-1.flores@nisd.net. All communications pertaining to the IFB shall be addressed in writing, as indicated in the next paragraph.

Questions concerning the IFB will be answered only if sent in writing and submitted through the Bonfire portal at https://nisd.bonfirehub.com/portal (now Euna Procurement), on or before November 6, 2026 at 12:00 PM (CT).

Issuance of this bid does not commit NISD, in any way, to pay any costs associated with the preparation and submission of a vendor's proposal. Nor does the issuance of the bid obligate NISD to award, enter into an agreement, or purchase any goods and services stated in the bid.

Northside utilizes Electronic Funds Transfer (EFT) to pay for goods and services. Proposers awarded a contract as a result of this IFB will be required to provide appropriate banking information to receive payment.

DEFINITIONS AND TERMS: In this bid, terms are used as follows:

"Agreement" is defined in the Purchasing General Terms and Conditions.

"NISD or District" refers to Northside Independent School District.

"Proposer" refers to the person/firm that submits a proposal to this bid.

"Project" means the Statement of Work/Specifications for furnishing goods and services.

"Proposal" refers to the document submitted by an entity that addresses the scope and requirements of this bid.

"IFB" refers to this Invitation for Bid.

"Statement of Work" is set forth in the Statement of Work and Specific Conditions.

"Supplier" and/or "Vendor" refer to the person(s)/firm(s)/entity(ies) to whom a contract is awarded pursuant to this IFB.

SPECIFICATIONS: Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire IFB. Failure to do so will be at the Proposer(s) risk.

SUBMISSION OF PROPOSALS: The Proposer(s) should propose their lowest and best price, (as applicable), on each good/service which is the subject of this IFB. Proposals shall be submitted in strict compliance with the instructions set out in this IFB. All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be electronic or original in ink. Failure to sign the required forms of this proposal may result in rejection of the Proposer's proposal. A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this IFB.

Proposed prices should be firm (fixed). However, if the Proposer(s) believes it necessary to include in their price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted. The economic price adjustment should give the maximum price increase or decrease (either % or $) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project, if applicable. Travel expenses associated with the project

must conform to Travel Reimbursement Rates posted on the Texas Comptroller of Public Accounts website for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

The District's standard freight terms are FOB destination, prepaid and allowed. NISD may specify various and different locations within the District for "destination" during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with NISD's directions and the instructions set out in the Agreement, the Supplier shall pay to NISD any excess cost incurred by District.

Proposer(s) are required to provide NISD with a menu of any optional services, if offered. Each service must be priced separately and independent of any other services offered or rendered.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by written or electronic notice received by the Bid Specialist prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer's authorized representative prior to the Proposal due date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the proposal.

AWARD: Award of the project to Proposer(s) will be confirmed by an Award Letter, and/or Purchase Order.

NOTE: Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District.

LATE PROPOSALS: Responses submitted after the due date and time noted in this IFB shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock in the Northside ISD's Purchasing Department, Support Services Center, 607 Richland Hills Dr., Suite 700, San Antonio, Texas 78245, shall be the official date and time of receipt. It shall be the sole responsibility of the Proposer(s) to ensure that their proposal is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

RETENTION OF PROPOSAL DOCUMENTATION: All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of NISD.

RESERVATION OF RIGHTS: The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the Best Value for the District, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the IFB. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

CODE OF SILENCE: The code of silence is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any NISD Board members, district employees and any contractor involved in any step in the procurement process about the affected procurement. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the Purchasing General Terms and Conditions listed in the solicitation (provided below). All communications to and from potential Proposers, bidders, vendors and/or their representatives during this period must be in accordance with this solicitation's defined method of communication with the designated contact person. The code of silence period will begin upon posting of the solicitation and end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the code of silence procurement.

REQUIRED DOCUMENTS: To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. The District reserves the right to disqualify Vendor if any required attachments do not accompany the proposal when it is submitted. The proposal may be deemed non-responsive for further consideration.

The Proposal shall be submitted as set forth below:

1. **Proposal Acknowledgement Form (1st page)**

2. **FORM A: Company Information & Antitrust Form – .PDF FILE**
3. **FORM B: Pricing & Service Affirmation – .PDF FILE**
4. **FORM C: Bid Sheet – .PDF FILE**
5. **References – .PDF FILE**
6. **W9 Form – .PDF FILE**
7. **Northside ISD Vendor Certification Form – .PDF FILE**
   ***Please ensure that each of the eighteen (18) items have been acknowledged.**
8. **Northside ISD EDGAR Certification Form – .PDF FILE**
   ***Please ensure that each of the thirteen (13) items have been initialed.**
   (Remove if federal funds WILL NOT be used)
9. **Conflict of Interest Questionnaire – .PDF FILE**
   Follow link to complete the Conflict of Interest Questionnaire (CIQ) and upload to Bonfire (now Euna Procurement) "Requested Information".
   https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf
10. **Certificate of Interested Parties – Form 1295**
    https://prd.tecprd.ethicsefile.com/TECCertInt/pages/login/certLogin.jsf
    Logging in for first time users
    How to create a certificate for Business Entities
11. **Certificate of Insurance – .PDF FILE**
    ***Northside ISD must be listed as the certificate holder.**
12. **Notification of Disciplinary Policies and Procedures Pursuant to SB12 – .PDF FILE**
    ***Located in the Public Files section of the Bonfire Project as a separate attachment.**
13. **Addenda – .PDF FILE**
    – **Insert all executed copies of Addenda, if applicable, under this section.**

STATEMENT OF WORK AND SPECIFIC CONDITIONS

Introduction

The Northside Independent School District is seeking qualified vendors to provide "On-Site Maintenance, Materials & Services for Mobile Climbing Wall Towers" that will meet the needs of the District. This bid is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential information. Vendors are at liberty and are encouraged to expand upon the specifications to evidence product capabilities.

Background

The Northside ISD (the "District") is the largest public-school system in the Bexar County area (K-12) and is the fourth (4th) largest public-school system in the state of Texas. Current facilities include 83 elementary schools, 21 middle schools, 13 high schools, 11 magnet schools/programs, 4 special schools, and 15 support sites and transportation centers.

All purchases will be contingent upon available funds.

Statement of Work/Specifications:

1. Vendor(s) shall offer a discount from published catalog prices.
2. The vendor(s) **must** provide an on-line catalog.
3. Bid information will be furnished to all campuses. Ordering and direct delivery will involve all locations within Northside Independent School District.
4. The percent of discount bid must remain the same throughout the contract period.
5. Northside Independent School District will apply the discount to the total amount of each purchase.

Listed below are some examples of items that may be ordered. Note: The items listed will not be limited to the list provided.

Onsite maintenance of mobile climbing wall towers to be provided at:

Northside Support Services Center
607 Richland Hills Dr.
San Antonio, TX 78245-2149

1. Mobile Climbing Wall Towers to be Serviced (There is a combined total of 19 Cables for all walls):
   - 1 – 24' Spectrum Sports International Drop-A-Rock (5 Climber)
   - 1 - 25' Extreme Engineering Walls (4 Climber)
   - 2 - 25' Extreme Engineering Walls (5 Climber)

2. The cables for the walls are to be replaced annual with materials meeting the manufacturer specifications, and in line with the Consumer Product Safety Commission Bulletin Issued August 4, 2003:
   - Cables: Spectrum Sports International (5 Climber) - 5 cables to be replaced
   - Extreme Engineering (5 Climbers) - 10 Cables to be replaced
   - Extreme Engineering (4 Climbers) - 4 Cables to be replaced

3. The following items are to be checked, serviced and replaced (if necessary):
   - Trailer and Lights
   - Hitch
   - Jacks
   - Tires
   - Wheel Bearings
   - Hand Held Controller
   - Brakes
   - Charging Unit
   - Center Pins
   - Zerk Fittings
   - Battery and Battery Box
   - Skin on Wall
   - Hand Holds
   - Pulleys
   - Stabilizing Cables
   - Hydraulic Fluid Level
   - Hydraulic Hoses and Fittings
   - Wall Lift Systems
   - Air Tank Gauges
   - Carabineers
   - Harnesses
   - Helmets
   - Sirens and Button