



2024-102-12

**SOFTWARE, SUBSCRIPTIONS AND WEB-BASED
APPLICATIONS**

Issue Date: 4/30/2024

Questions Deadline: 6/12/2024 12:00 PM (CT)

Response Deadline: 6/19/2024 02:00 PM (CT)

Contact Information

Contact: Selena Prado

Address: Purchasing

Board, Building & Technology Center

20200 Eastway Village Drive

Board, Building & Technology Center

Humble, TX 77338

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Event Information

Number: 2024-102-12
Title: SOFTWARE, SUBSCRIPTIONS AND WEB-BASED APPLICATIONS
Type: Request For Proposal
Issue Date: 4/30/2024
Question Deadline: 6/12/2024 12:00 PM (CT)
Response Deadline: 6/19/2024 02:00 PM (CT)

Notes:

Humble ISD will be accepting proposals for SOFTWARE, SUBSCRIPTIONS AND WEB-BASED APPLICATIONS from issue date until the above noted closing date.

If you previously submitted and have been awarded on this rolling RFP, you do not need to respond to this proposal.

This proposal will be in effect from award date through September 30, 2025.

Any questions related to this proposal opportunity should be submitted through the Questions tab in the proposal/bidding system.

Bid Activities

Proposal Opens

4/30/2024 2:05:00 PM (CT)

Question Cutoff date

6/12/2024 12:00:00 PM (CT)

All questions should be submitted via IonWave by June 12, 2024 at 12:00 noon. All questions will be responded to via IonWave only.

Response Due Date

6/19/2024 2:00:00 PM (CT)

Bid Attachments

GUIDELINES AND SPECIFICATIONS (REVISED 4-29-2024).pdf

[Download](#)

Guidelines and Specifications for this proposal. Please read these before beginning your response.

ADDITIONAL SOFTWARE LIST.xlsx

[Download](#)

Additional Software List - Please include any additional products included in this proposal not entered on line item 1 of your proposal

SCHEDULE OF DATA.pdf

[Download](#)

Please download and complete the Schedule of Data. This form must be completed in order to submit your proposal. Once completed, please attach in the Attachments Tab

FORM 1295 INSTRUCTIONS.pdf

[Download](#)

Please review/download the instructions to obtain the Form 1295 from the Texas Ethics Commission website. Register this RFP2024-102 as the number when requesting our project number. After completing the registration, download the registered Form 1295, sign/date the bottom then scan and upload it to the Response Attachments tab. Failure to attach the Form 1295 will prevent you from submitting your RFP response.

CONFLICT OF INTEREST QUESTIONNAIRE.pdf

[Download](#)

Please complete the Conflict of Interest Questionnaire (Form CIQ). Once completed, please attach in the Response Attachments Tab.

W9 -3 2024.pdf

[Download](#)

Please be sure that your response includes an updated W9. Download this form, complete, sign, scan and upload under Response Attachments tab.

Humble ISD is asking for 3-5 school districts or higher education customer references for this RFP. Please download and follow directions for sending the link to your customer references. If you've worked with Humble ISD within the past 3 years you do not need to provide references.

Requested Attachments

FORM CIQ

(Attachment required)

Please complete the Conflict of Interest Questionnaire (Form CIQ). Once completed, please attach in the Response Attachments Tab

FORM 1295

(Attachment required)

Please review/download the instructions, in Attachment Tab, to obtain the Form 1295 from the Texas Ethics Commission website. Register this RFP2021-007R as the number when requesting our project number. After completing the registration, download the registered Form 1295, scan and upload it here to the Response Attachments tab. Failure to attach the Form 1295 will prevent you from submitting your RFP response.

PRICING LIST

Please upload pricing information or catalog website for published pricing.

Schedule of Data

(Attachment required)

Please download and complete.

Additional Software List

Please download and complete if additional space is needed for more applications/software.

Bid Attributes

1	<p>GENERAL INFORMATION</p> <p>A. INTRODUCTION: The attributes listed below consists of notes, links, and responses. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes.**</p> <p>If an Attribute is a question that requires a response (those with *RED *) that does not pertain to your company, please enter Not Applicable (N/A).</p> <p>B. QUESTIONS: Any questions related to this RFP solicitation must be submitted through the QUESTIONS TAB in the RFP online bidding system.</p> <p>C. SUBMISSION: The online bidding system is TIME SENSITIVE. Any responses not submitted by the date and time noted will be disqualified and you will be automatically "kicked out" of the system. It is recommended that you run error checks, found on the Response Submit tab, often and early in your response submission process. You can run Error Check as many times as you need to.</p>
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2 DEVIATIONS ON SPECIFICATIONS

If your Firm intends to deviate from the Specifications listed in the attached documents, please indicate below by checking the YES - deviations included on this RFP.

PLEASE note that any such deviations must be indicated on each specific Line Item response on this RFP. Failure to indicate a deviation (Alternate) could be cause for disqualification for the item, or disqualification by the District for the Supplier's response.

The District reserves the right to accept or reject any bids/proposals with Line Item deviations.

If there are NO deviations, please check that box below.

THERE ARE NO DEVIATIONS THERE ARE DEVIATIONS ON THIS RFP-ATTACHED

(Required: Check only one)

3 DISTRICT REQUIRED FORMS AND CERTIFICATES

A. NON-COLLUSION CERTIFICATE:

By submission of this bid or proposal, the vendor certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor.
- b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this solicitation, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he/she has fully informed him/herself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder/proposer as well as to the person signing on its behalf.

Firm hereby assigns to purchaser any and all claims for overcharges associated with this solicitation which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusion Bidding statements above.

~ ~ ~This is your electronic signature.

I HAVE READ, UNDERSTAND AND AGREE

(Required: Check if applicable)

4 HB89 Acknowledgment PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL (HB 89):

HB 89

Pursuant to Chapter 2270 of the Texas Government Code, Chapter 808, paragraph 227.001, the Proposer verifies that it (1) does not boycott Israel and (2) will not boycott Israel during the term of this contract or any extensions thereto. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes.

~ ~ ~This is your electronic signature.

I am a Sole Proprietor and this does not apply Yes-We read, understand and affirm the above.

We have read, understand and decline the above

(Required: Check only one)

5 SB252 - Acknowledgment NO TERRORIST ORGANIZATIONS - (SB 252):

The Proposer/Supplier verifies that neither the company, nor any subsidiaries, nor entities under common control are included in or identified on a list maintained by the Texas Comptroller's Office as a "terrorist organization".

~~~This is your electronic signature.

We have read, understand and affirm the above  We are on this list

*(Required: Check only one)*

**6 CRIMINAL BACKGROUND CHECK, INSURANCE & FINGERPRINT REQUIREMENT INFORMATION**

**A. CRIMINAL BACKGROUND CHECK REQUIREMENT:**

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed.

The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information.

Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: The employer has contracted with the district to provide services. The particular employee will have continuing duties relating to the contract with the district. The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following:

1. Any offense against a child
2. Any sex offense
3. Any felony offense involving controlled substances
4. Any felony offense against property
5. Any other offense the District believes might compromise the safety of student, staff or property. A Bidder/Proposer's violation of this section shall constitute substantial failure.

If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance.

**B. INSURANCE:**

If applicable and your staff will be on ANY Humble ISD premises for delivery, training, maintenance, repairs, service, warranty or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

**C. FINGERPRINTING REQUIREMENT:**

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

ANY suppliers, company, contractors, or vendors should consult their legal counsel for guidance in compliance with this law.

If you have questions on how to comply, see below.

If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying yourself as a potential contractor to a Texas Independent School District.

Texas DPS phone number is (512) 424-2474.

Humble ISD will hold weekly Fingerprinting Sessions for Vendors and information for these sessions will be available through a link on the District's website under Human Resources.

We have read and understand the information.

*(Required: Check if applicable)*

## 7 FELONY CONVICTION NOTIFICATION

Texas Education Code, Section 44.034, Notification of Criminal History

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

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

Vendor is responsible for the performance of the persons, employees and/or sub-contractors. Vendor assigns to provide services for the Humble ISD pursuant to this proposal on any and all Humble ISD campus or facilities. Vendor will not assign individuals to provide services at a Humble ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Humble ISD Purchasing Department.

Please select the statement that applies to your company regarding the Felony Conviction Notification:

Publicly held corporation-N/A = My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

No = My firm is not owned nor operated by anyone who has been convicted of a felony.

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

NO  YES  PUBLIC HELD CORPORATION- N/A

*(Required: Check only one)*

## 8 FELONY CONVICTION DETAILS

If your firm is owned or operated by a convicted felon, please list the name of the felon and the details of the conviction. If not applicable, please enter N/A (not applicable).

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*(Required: Maximum 1000 characters allowed)*

**9 CERTIFICATE REGARDING DEBARMENT SUSPENSION**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000.

Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

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.

By submitting this offer and signing this certificate you (the Vendor): (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

**~~~This is your electronic signature.**

I HAVE READ, UNDERSTAND AND AGREE

*(Required: Check if applicable)*

**10 PR/Award # or Project Name Regarding Debarment**

Please enter your PR/Award # or Project Name regarding debarment IF YOU HAVE ONE. If you don't have a #, please enter N/A (not applicable)

*(Required: Maximum 1000 characters allowed)*

**11 OBJECTIONS TO THE PUBLIC RECORDS NOTIFICATION**

Humble ISD is subject to Texas Government Code, Chapter 552 - Public Information Act; therefore, any and all information provided as a response to this solicitation will be considered public record. Additionally, tabulations may be available to the public through our Electronic bidding system and through our website.

If your Firm has any objections to the release of information provided and contained in this solicitation, please list your objections below. Objections to the release of information are subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas. If no objections, please enter N/A (not applicable).

*(Required: Maximum 1000 characters allowed)*

**1 PURCHASING COOPERATIVES**

**2** Has your company been awarded a purchasing cooperative contract?

If yes, list the names of the Cooperatives and the contract #(s) you have with each.

If you have no cooperative contract award, please enter N/A (not applicable).

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*(Required: Maximum 1000 characters allowed)*

**1 PROVIDE THE FOLLOWING INFORMATION ON THE SUPPLIER'S REPRESENTATIVE ASSIGNED TO WORK WITH HUMBLE ISD:**

**3**  
Name of Supplier Representative  
Title  
Phone  
email address

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*(Required: Maximum 1000 characters allowed)*

**1 PROVIDE THE PREFERRED METHOD OF PURCHASE ORDER DELIVERY**

**4** Provide the email address for the person or mailbox that should receive the Purchase Order for fulfillment.

OR

Provide fax number if faxing is preferred.

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*(Required: Maximum 1000 characters allowed)*

**1 OPEN RECORDS POLICY**

**5** Humble ISD is a governmental body subject to the Texas Public Information Act. Responses submitted to Humble ISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Humble ISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors. Exceptions must be attached under the response attachment tab and labeled "CONFIDENTIALITY".

~~~**This is your electronic signature.**

I have read and understand

(Required: Check if applicable)

1 EDGAR Certifications

6

2 CFR SECTION 200 REQUIRED PROVISIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

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 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

(A) *[Applicable ONLY to contracts in excess of \$250,000.]* **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 the District expends federal funds, the District 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.

(B) *[Applicable ONLY to contracts in excess of \$10,000.]* **Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement.**

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District 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. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

(C) *[Applicable ONLY to federally assisted construction contracts.]* **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 the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

(E) *[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.]* **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 the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

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

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

(G) *[Applicable ONLY to contracts in excess of \$250,000.]* **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 \$250,000 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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) [Applicable ONLY to contracts in excess of \$100,000] 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 the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District 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.

(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.

(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 sub-awards 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 stage 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, glass, 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).

(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.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

□ When federal funds are expended by the District for any contract resulting from this procurement process, Vendor

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

□

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

□

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

□

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

□

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

□

□

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

□

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

□

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its

obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

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

We have read, understand and agree to EDGAR.

No we do not certify agreement to the above EDGAR.

(Required: Check only one)

1 7 TERMS & CONDITIONS ACKNOWLEDGEMENT

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the responding Supplier, by submitting their response acknowledges and agrees to the Terms and Conditions and hereby agrees to furnish all goods and services specified on the Humble Independent School District response proposal.

To review our standard terms and conditions, please visit Humble Independent School District website under Departments, choose Purchasing and scroll to the bottom of the page to click on: Humble ISD Terms and Conditions. Or you can follow this link:

https://drive.google.com/file/d/1DgJcdOsyCkn_kstt9SI4uu4EsuVmuG6s/view?usp=drive_link

Any deviations or exceptions to the terms and conditions as noted in the link provided must be detailed and submitted with your proposal and attached as a document in the response attachment tab in the online bidding system. The District reserves the right to accept or reject any bids/proposals with Terms and Conditions exceptions or deviations.

Yes-We read, understand and agree to the above. Yes-We read, understand but have exceptions.

(Required: Check only one)

CONTRACTED SERVICES AGREEMENT ACKNOWLEDGEMENT

If services are required, the awarded Supplier(s) initial Contract Service Agreement term will be for one calendar year from the date of issue by Humble ISD. This "Initial Term" may not always be a full calendar year, but will run concurrently with the District's school calendar. There may be up to four (4) additional one-year renewal options ("Renewal Terms") depending on the Proposal terms as noted above and upon the written agreement of both parties.

CONTRACTED SERVICES AGREEMENT:

-

Proposers agree to be bound by the standard terms and conditions contained in the Contracted Service Agreement. The District's Contracted Service Agreement can be found by visiting the Humble Independent School District website under Departments, choose Purchasing and scroll to the bottom of the page to click on Contracted Service Agreement. Or you can follow this link:

<https://5il.co/24v4u>

For contracts paid with federal grant funds, Proposers must further comply with the requirements of 2 C.F.R. Part 200 or similarly applicable law (see Contracted Service Agreement).

Any exceptions to the Contracted Services Agreement must be stated in writing, citing the specific provision objected to, and be attached as part of the Proposer's response. No exceptions shall be deemed effective unless the District has indicated its acceptance of the exception in a writing signed by an authorized representative of Humble ISD.

Yes-We read, understand and agree to the above. Yes-We read, understand but have exceptions.

(Required: Check only one)

1
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PO REQUIREMENTS & PAYMENT TERMS

PURCHASE ORDER REQUIREMENTS:

Items and/or services are to be delivered to Humble ISD only when a District approved Purchase Order has been emailed, faxed or called into your company.

Under no circumstances, should items and/or services be provided to the District without a properly executed District Purchase Order.

If your company provides any item and/or services without a properly drawn District Purchase Order you are not guaranteed payment and the item and/or services you provided could be considered as a donation to the District.

Please inform any staff member that handles the Humble ISD account of these procedures.

PURCHASE ORDER PAYMENT TERMS:

Humble ISD payment terms are 30 days after receipt of goods and services. Invoices may be emailed directly to accounts payable@humbleisd.net . Humble ISD's Standard Purchase Order Terms and Conditions can be found at the following link:

[https://drive.google.com/file/d/1Ve2u3KICo_YovlikvQZPpuMrdRfQvyRr/view?usp=drive link](https://drive.google.com/file/d/1Ve2u3KICo_YovlikvQZPpuMrdRfQvyRr/view?usp=drive_link)

Any deviations or exceptions to the Purchase Order Terms and Conditions as noted in the link provided must be detailed and submitted with your proposal and attached as a document in the response attachment tab in the online bidding system. The District reserves the right to accept or reject any bids/proposals with Purchase Order Terms and Conditions exceptions or deviations.

Yes-We read, understand and agree to the above. Yes-We read, understand but have exceptions.
(Required: Check only one)

2
0

ACKNOWLEDGE SPECIFICATIONS AND GUIDELINES

We acknowledge the Specifications and Guidelines that are included in this solicitation.

It is the suppliers' responsibility to download and review all incorporated documents prior to submitting your response.

Yes-We have read the guidelines provided No-We chose not to review the Guidelines provided
(Required: Check only one)

2
1 **AUTHORIZED SIGNATURE**

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

~ ~ ~ **This is your electronic signature.**

I HAVE READ, UNDERSTAND AND AGREE
(Required: Check if applicable)

Bid Lines

1 Name of application or software.
(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Name of application or software

Should you need additional lines for more than one application proposed, please complete the Application/Software list (found in the Attachments Tab). Once complete, you must attach this list in the Response Attachments Tab.

(Required: Maximum 4000 characters allowed)

2 Provide the percentage discount from the published price list for Internet/Web-Based applications and/or software programs.
(Response required)

Total: %

Supplier Notes: _____

Additional notes
(Attach separate sheet)

3 Description of application or software.
 (Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
 (Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Description of application or software.

Please provide a description of your product(s) including the grade levels, subject area(s), and/or special populations (special education, ELL, etc.) your product(s) are aimed at.

(Required: Maximum 4000 characters allowed)

4 Data Privacy
 (Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attributes.

Additional notes
 (Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. What data do you collect and/or store to provide the described services?

(Optional: Maximum 1000 characters allowed)

2. Have you ever completed a Data Privacy Agreement for another District? If so, who?

(Required: Maximum 1000 characters allowed)

5 Do you offer a "free" or trial version of your software? If so, please provide the email addresses associated with the Humbleisd.net domain that are currently being or have been used.

(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Do you offer a "free" or trial version of your software?

Yes No

(Required: Check only one)

2. If so, please provide the email addresses associated with the Humbleisd.net domain that are currently being or have been used.

(Required: Maximum 4000 characters allowed)

6 Provide the technical information and specifications to run your software/application (i.e. system requirements, web-based, plug-ins needed, platforms supported, etc.) You may post links to requirements documentation on your support sites.

(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Technical information required to run your software/application

(Required: Maximum 4000 characters allowed)

7 If web-based, provide IP addresses, domain names, protocols or applications used which Humble ISD would need to whitelist within the content filter and firewall. Wildcards allowed. You may post links to requirements documentation on your support sites.
(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. If web-based, provide IP addresses, protocols, domain names or applications used which Humble ISD would need to whitelist within the content filter and firewall. Wildcards allowed. You may post links to requirements documentation on your support sites.

(Required: Maximum 4000 characters allowed)

8 Authentication and User Accounts
(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attributes.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Does your system require students to login?

Yes No

(Required: Check only one)

2. Does your system require teachers/staff to login?

Yes No

(Required: Check only one)

3. What type of authentication does your system support to process these logins? LDAP, ADFS (Azure) SSO, SAML, OICD, OAuth 1 or 2, Clever, Classlink, Google or separate username/password credentials?

(Required: Maximum 4000 characters allowed)

4. If your system only supports separate credentials for logins, how do users get credentials created in your software/application?

(Required: Maximum 1000 characters allowed)

5. If you support Clever SSO authentication, please indicate the name(s) of the Clever Applications found in the Clever app store.

(Required: Maximum 1000 characters allowed)

6. If you support Classlink SSO authentication, please indicate the name(s) of the Classlink Applications found in the Classlink app store.

(Required: Maximum 1000 characters allowed)

9 Student/Teacher Data

(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attributes.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Does your system require student and/or staff rostering data (course information, student information, teacher information) to be uploaded?

Yes No

(Required: Check only one)

2. Does your system support Clever rostering, and if so, what is the name of your application on the Clever app store?

(Required: Maximum 1000 characters allowed)

3. Does your system support Classlink rostering, and if so, what is the name of your application on the Classlink app store?

(Required: Maximum 1000 characters allowed)

4. Does your system support a OneRoster upload, and if so, what version of OneRoster. What automated upload methods (SFTP, CURL,etc.) do you support?

(Required: Maximum 1000 characters allowed)

5. What other methods does your application support rostering/adding students and staff to the product (proprietary data files, CSV, manual account creation, manual file uploading, etc.) Links to online documentation are acceptable.

(Required: Maximum 1000 characters allowed)

6. If you have a proprietary data format, please specify the schema/format. Links to online documentation are acceptable.

(Required: Maximum 1000 characters allowed)

1 Security Contact Information

0 *(Line excluded from response total)*

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Security Contact Information

Please provide the Name, Email and Phone Number of your security contact.

(Required: Maximum 4000 characters allowed)

1 **List of Operator's Subprocessors**

1 *(Line excluded from response total)*

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. List of Operator's Subprocessors

(Required: Maximum 4000 characters allowed)

1 **Additional Data Security Measures**

2 *(Line excluded from response total)*

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Additional Data Security Measures

Please enter n/a if no additional security measures are noted.

(Required: Maximum 4000 characters allowed)

**1
3**

Purchase Orders

(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attributes.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Will you accept District Purchase Orders?

Yes, we will accept District Purchase Orders. No, we do not accept District Purchase Orders.

(Required: Check only one)

2. Do you have a minimum order requirement for purchase orders. If so, please explain. If no minimum is required, please enter n/a.

(Required: Maximum 1000 characters allowed)

**1
4**

Credit Card

(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Will you accept District's credit card?

Yes, we accept District's credit card. No, we do not accept District's credit card.

(Required: Check only one)

1
5 Have you worked with Humble ISD within the past 3 years?
(Line excluded from response total)

Total:

Item Notes: Please disregard the response total \$0.0001 on this line item. This is an internal "place holder" and is not used in any tabulation or for any evaluation purposes. We are only interested in your response to the line attribute.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attributes

1. Has your firm work with Humble ISD within the past three (3) years?

If you've never worked with Humble ISD before or not within the past 3 years, please follow the directions on the Reference Instructions found in the Attachment tab.

YES No, never worked with HISD before Yes, but not within the past 3 years
(Required: Check only one)

2. If you answered YES

If you have worked with Humble ISD within the last three (3) years please list the campus/department you did work for & point of contact.

(Optional: Maximum 1000 characters allowed)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature