



GUIDELINES AND SPECIFICATIONS

Humble Independent School District ("Humble ISD" or "District") is accepting electronic proposal responses through the District's online bidding system to provide **Instructional Materials** as specified. Humble ISD is a Texas public school district serving approximately 48,000 students across forty-seven campuses in grades Kindergarten through 12th.

This Request for Proposal (RFP) is being issued on a recurring or rolling basis in order to meet current needs, anticipate future growth, and allow the District to obtain new products that can enhance learning and teaching.

SECTION I - PROPOSAL SUBMISSION REQUIREMENTS:

All proposal responses must be SUCCESSFULLY submitted before the due date and time regardless of your organization's ability to submit bids online.

It is the supplier's sole responsibility to ensure that the bid/proposal documents successfully arrive before the due date and time listed in the District's online bidding application, Euna Procurement, Powered by Ion Wave.

The District's online bidding application utilizes the Internet and the World Wide Web, which is comprised of systems that are completely out of the District's control. It is highly recommended that the suppliers allow themselves enough time to complete a successful submission.

Please make sure to download, review and complete all required documents and forms in the "Attachments" tab. Review and respond to the items listed under the "Attributes" tab. Review and respond to all the lines required under the "Line Items" tab. Make sure to upload all required documents and forms to the "Response Attachments" tab.

Please note that you can confirm what items are missing or need responses by running an error check on your response before submitting. This will show you any missing attachments, Attributes not acknowledged and/or lines not responded to. You can run as many error checks as you need to correct your response.

The District is not responsible for any costs incurred by proposers in responding to this RFP. The District is not responsible for unmarked or improperly marked proposals. The District is also not responsible for proposals delivered after the scheduled deadline. The District will not accept fax or email proposals.

SECTION II - PROPOSAL SPECIFICATIONS:

Humble ISD seeks to establish a pool of companies to provide a comprehensive range of instructional supplies, materials, and equipment necessary to support educational programs across all district schools and facilities. Each year the Humble Independent School District spends over \$50,000 on the above listed items and/or services that are needed to support the District's schools and operations. In order for the District to ensure that it finds the best and most competitive pricing for these purchases, the District is requesting responses from qualified suppliers and companies that will provide the District with best value pricing, discounts, and customer service benefits for these types of purchases.



The proposal will include identifying whether the suppliers will accept a Humble Independent School District purchase order, credit cards or other acceptable payments.

Proposers are prohibited from communicating with District Trustees, employees, or agents of the District regarding this RFP from the date of issue to the public until an award has been approved by the Board of Trustees. All vendor communications regarding this RFP must be submitted on the questions tab in the online bidding system. All questions received and the corresponding answers will be distributed to all registered suppliers through the questions tab. It is the proposers' responsibility to review these questions and responses in order to stay informed on any clarifications on the projects. Any changes in scope, specifications, or changes altering the responses will be issued in the form of an addendum. No verbal responses will be provided. The deadline for questions is noted in the District's online bidding system and each interested respondent should be aware of this date and time cut-off. The District will not respond to questions after this time and date. Any issued addenda may require acknowledgement on the line items tab in the online bidding system.

Humble Independent School District reserves the right to increase or decrease quantities. Quantities included herein are based upon current budget allocations and are therefore subject to change. Humble Independent School District reserves the right to reject any or all proposals, accept the proposal deemed most advantageous to the school district and to waive any technicalities.

Humble Independent School District reserves the right to add or delete campuses, facilities and/or administrative sites as required for District operations. Humble Independent School District reserves the right to add any new additional items as they become available to the District. Any award(s) to Vendor(s), Supplier(s) or Contractor(s) under this RFP will be subject to a post-award addendum detailing the additions, deletions or other factors regarding original pricing awarded due to these changes.

All proposals are subject to the General Terms and Conditions and Specifications as stated in this document (currently located under the attributes tab). The apparent absence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the finest quality are acceptable. All interpretations of the specifications shall be made upon the basis of this statement.

SECTION III SCOPE OF WORK

Instructional material vendors should provide products that meet or exceed state educational standards and comply with applicable safety regulations for use in K-12 educational environments to enhance the district's educational offerings, and operational efficiency.

The lists below are not limited to the categories listed. Humble ISD reserves the right to determine which product types are appropriate and satisfy instructional supplies, materials, and equipment solicited directly for this proposal.

The following are examples of acceptable instructional supplies, materials, and equipment

Advanced Placement Materials
Arts and Creative Materials
Bilingual Materials



Career and Technical Education Materials

Classroom Supplies

Curriculum support resources (primary purpose of extending content knowledge)

Educational Learning Materials

Instructional support resources (primary purpose of teaching concepts & skills)

Intervention support resources (primary purpose of accelerating, remediating or re-focusing instruction)

Lab Equipment

Robotics Materials

Teaching Aids

Testing materials and related resources (preparatory tests, practice tests, content for test preparation)

Vocational Materials

Other instructional resources, services, and content with the broader purpose of developing, measuring, or advancing student knowledge in a specific subject area.

EXCLUDED PRODUCTS/SERVICES

Humble ISD requires that certain products and services may need to be obtained through individual bids or proposals specific to the product or service category. The following items and services are not being considered as instructional materials for the purpose of this RFP by Humble ISD:

Athletic & physical education equipment/services

Awards, custom, promotional items

Books and publications

Educational and consulting services

Performing arts supplies and equipment

School safety products and services

Software, subscriptions, and web-based applications

Supplies, equipment & services for students with disabilities



SECTION III - AWARD CRITERIA:

Humble ISD reserves the right to negotiate with any or all proposers, accept or reject any and/or all proposals, to waive any formalities and/or irregularities, and to award contracts in the best interest of the District. Humble ISD does not purchase solely on the basis of low proposal. Final evaluation of this bid will be based on the Texas Educational Code 44.031 (b). In making that determination Proposers will be evaluated according to the evaluation criteria contained in this RFP including:

Award Criteria:	Point Value
Purchase Percentage Offered	30 points
Reputation of the vendor and vendor's goods or services	10 points
Quality of the vendor's goods or services	10 points
Extent to which the goods or services meet the district's needs	15 points
Vendor's past relationship with the district	10 points
Total long-term cost to the district to acquire goods and services	10 points
Any other relevant factor specifically listed in the request for the bids or proposals: Vendor provides catalog/brochure 10 Points Vendor has at least three Texas K-12 District experience..... 5 Points	15 points
TOTAL	100 Points

Awarded vendor(s) will be placed on the District's approved vendor list. The District may execute contracts with vendors on the list on an as-needed (per project) or annual basis, depending on the type of product/service required by the District and upon the agreement of the parties. Placement on the approved vendor list does not obligate or guarantee that the District will contract with any proposer, purchase any proposer's goods or services, or guarantee any particular volume, use, number, or sales.

Award may be to one or multiple vendors as determined to provide the best value to Humble Independent School District. Please be aware that this award does not limit Humble ISD from making purchases from other approved vendors.

A vendor may appeal Humble ISD's award based on deviations from laws, rules, regulations, or Humble ISD Board policies (See Board Policy GF (Local)). The vendor may submit the complaint in writing to the Humble ISD General Counsel's office pursuant to Policy GF (Local). In the event a vendor is unsure about the award of a contract, the vendor is responsible for contacting the Procurement Department as detailed above.



SECTION IV – PROPOSAL AND CONTRACT TERMS:

PROPOSAL TERM:

This RFP proposal shall continue in full force and effect from award date through July 13, 2029 unless otherwise agreed to in a writing executed by both parties.

In the event this proposal expires before another proposal is awarded, the District may extend the proposal term on a month-to-month basis on the same terms, by mutual agreement with the vendor, until such time as the District completes a new procurement solicitation.

March 13, 2029 at 4:00 PM will be the last date to respond to be considered for award under this RFP. Submissions will be collected and reviewed by the purchasing department on a rolling basis. Vendors should submit responses to the proposal immediately to be considered for the approved vendor list.

SECTION V - GENERAL INFORMATION:

CODE OF CONDUCT:

Vendors and their suppliers, installers and all others working on Humble ISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers and installers adherence to these policies. Proposer, by submitting their response to this solicitation understands and agrees to comply with the rules and responsibilities as stated in the Job Site Code of Conduct. Additionally, Proposer certifies that neither they nor any of their employees are currently in violation or in the future will violate the rules and responsibilities stated above.

1. Vendors employees, installers and suppliers who will be entering the district site should check in with the Humble ISD designated representative.
2. Vendor employees, installers and suppliers must wear picture ID badges while on Humble ISD property. See Criminal Background Check Notification attribute included in this proposal.
3. The use of any tobacco products are PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco and snuff.
4. Drugs and alcoholic beverages are PROHIBITED.
5. The use of vulgar or improper language is PROHIBITED. Humble ISD will determine on a case by case basis what constitutes vulgar or improper language.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. Humble ISD staff will determine unacceptable behavior.
7. School requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and also work with Humble ISD to make up any scheduling.
8. All contact with students is strictly prohibited.
9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed.
10. Vendor's employees, installers and suppliers will promptly leave the school campus at the end of each work shift.
11. Weapons of any type are not allowed on the job site or parking area. Vendor's employees will comply with all state and district rules regarding weapon free zones.



12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by Humble ISD to perform criminal background evaluations/investigations.

13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on Humble ISD property where students are present: Any offense against a child. Any sex offense. Any crimes against persons involving weapons or violence. Any felony offense against property. Or any other offense that Humble ISD believes might compromise the safety of students, staff or property.

Safety Measures:

All interested suppliers/vendors/contractors will abide by the District's safety and security measures in effect for accessing our campuses, facilities, and any District-sponsored events or activities. These requirements will be based on local, state and federal guidelines and will be strictly adhered to by all who intend to do business with Humble ISD.

Pricing Criteria:

1. State Sales Tax Exemption

Humble Independent School District is exempt from taxation on materials under the Texas Limited Sales, Excise and Use Tax on any purchase, lease, or rental of tangible personal property, and will issue certificates of exemption from the Texas State Sales Tax on materials furnished by contractors on school construction projects. Therefore, all proposers are instructed not to include the Texas State Sales Tax in their proposals.

2. Pricing Term / Delivery

All prices shall be effective for the term of the proposal contract unless otherwise stated in this document and are to be quoted F.O.B. (shipping charges to be included in proposal price) Humble ISD, inside delivery.

3. Prices

All prices contained in the Vendor's/Contractor's proposal shall remain firm for the entire Term of the Agreement.

Any proposed price increase must be submitted in writing to Humble ISD's Director of Purchasing at purchasing@humbleisd.net for review and approval or rejection, at Humble ISD's sole discretion. Requests for price increases must be submitted at least ninety (90) days prior to the proposed effective date and must be presented in the same format as the original proposal response or as otherwise negotiated by the parties.

No price increase for goods and/or services provided under this Agreement shall become effective unless and until it has been approved in writing by Humble ISD.

Each request for a price increase must include, at a minimum, the following supporting documentation:

- Written justification for the requested increase;
- Applicable terms and conditions related to the increase;
- Documentation of relevant market conditions affecting pricing; and
- Documentation of manufacturer and/or distributor impacts, if applicable.



4. Cost Extensions/Discounts

Propose unit price on quantity specified, extend and show totals where requested. In case of errors in extension, unit prices quoted will govern. If proposal totals reflect any additional discount, such discount shall be noted on the proposal form.

5. EDGAR Certifications (Located under the Attributes tab)

The certifications and provisions are required and apply when Humble Independent School District ("Humble ISD") expends federal funds for any contract resulting from this procurement process.

It is Humble ISD's policy to require this form, regardless of the anticipated dollars to be spent. District solicitations may be utilized on Federal grant programs and will be required to have this certification affirmed through the Attributes tab on the District's online bidding system.



SECTION VI - INSURANCE REQUIREMENTS:

All insurance questions and certificates should be sent to risk@humbleisd.net

Please note that all awarded vendors on RFP's that meet the requirements below will be required to submit a Certificate of Insurance which meets the minimum requirements listed below:

- *Awarded vendors providing services
- *Awarded vendors providing food, meals, or catering services.
- *Awarded vendors that come onto District premises.

All changes in limits of coverage are subject to review and amendments will be made at the discretion of the Director of Risk Management.

Types of Insurance

Limits of Liability

A. Worker's Compensation of Texas	As statutory provisions require in State
Employers Liability	\$ 1,000,000
B. General Liability (Comprehensive or Commercial)	
1. Bodily Injury and Property Damage combined	\$ 1,000,000 each occurrence
2. Products/Completed Operations	\$ 2,000,000 aggregate
3. Fire Damage, Legal liability Any one Fire	\$ 500,000 each occurrence
4. General Aggregate	\$ 2,000,000 aggregate
C. Business (Commercial) Auto Liability	
1. Bodily Injury Each Person	\$ 1,000,000 each occurrence
2. Property Damage	\$ 1,000,000 each occurrence
D. Umbrella Liability (Excess)	\$ 5,000,000 each occurrence/aggregate

The Humble Independent School District may request to be named as an additional insured under the General Liability and Automobile Liability coverage.

The Contractor shall protect, defend, save harmless and indemnify the Owner, its employees, Owner's agent(s), and the public from any claims, demands or expense on account of any injury, alleged or real, to persons, or damage, alleged or real, to property arising out of anything done or omitted to be done under this contract by the Contractor or any Sub-Contractor, or anyone directly or indirectly employed by either of them. Insurance shall be underwritten by a company related not less than "A" Rated in Best's latest published guide.

Umbrella liability includes coverage over the Workers' Compensation, general Liability (Comprehensive or Commercial) and Automobile Liability.

The insurance limits listed above are for all contractors; however, any vendor whose personnel, vehicles or equipment come in contact with the personnel, property or equipment of the Humble Independent School District, must have sufficient insurance to cover any damages.