

2425-131 Addendum 1

Speech Therapy Services

Issue Date: 7/22/2025
Questions Deadline: 5/15/2030 02:00 PM (CT)
Response Deadline: 5/31/2030 12:00 AM (CT)

Contact Information

Contact: Jason Morgan Director of Purchasing
Address: 11914 Dragon Lane
Building 800
San Antonio, TX 78252
Phone: (210) 622-4746
Fax: (210) 623-6247
Email: jmorgan7785@swisd.net

Event Information

Number:	2425-131 Addendum 1
Title:	Speech Therapy Services
Type:	Request for Proposal
Issue Date:	7/22/2025
Question Deadline:	5/15/2030 02:00 PM (CT)
Response Deadline:	5/31/2030 12:00 AM (CT)
Notes:	Southwest Independent School District is accepting bid responses for the following equipment, products, and/or services: **Speech Therapy Services** in accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation. Note the specific requirements represented by 'Attachments' and 'Attributes'. **Southwest ISD strongly requests all bids be submitted electronically.** Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Ship To Information

Address: 7314 Old Pearsall Road
San Antonio, TX 78242
Phone: (210) 622-4784
Fax: (210) 623-6247

Billing Information

Address: 11914 Dragon Lane
Building 900
San Antonio, TX 78252
Phone: (210) 622-4400
Fax: (210) 622-4323

Bid Attachments

SWISD_Vendor_Application_W-9.pdf View Online
W-9

Non-Collusion.pdf View Online
Non-Collusive Bidding Certificate

SWISD_HB1295.pdf View Online
Certificate of Interested Parties For 1295

HOLD HARMLESS AGREEMENT.pdf View Online
Hold Harmless Agreement

CIQ.pdf View Online
Conflict of Interest Questionnaire

OUT_OF_STATE_CERTIFYING_STATEMENT.pdf View Online
Out of State Certifying Statement

Bid Attributes

1	**District Overview** An overview of Southwest ISD can be found at http://www.swisd.net/about_us. This web page provides the District's profile, demographics, schools, staffing levels, budget, vision and mission statements, strategic plan, organizational charts, and additional information. ☐ Understand the District's profile *(Required: Check if applicable)*
2	**Acceptance of Attachments** The Responding proposer, by checking this box and submitting a bid response, hereby affirms that they have read and agree to the terms and conditions as outlined in this solicitation. Such documentation is to be uploaded under the 'Response Attachments' tab. All required Bid Attachments must be submitted. **Failure to supply all requested documentation may be grounds for bid disqualification.** ☐ I understand and accept the attachment requirement *(Required: Check if applicable)*

3 Scope of Work

Southwest ISD is seeking to contract vendors on an "as-needed" basis to conduct Speech evaluations and provide Speech Therapy to students with disabilities whose Admission, Review, and Dismissal (ARD) committees deem appropriate. The District seeks qualified and licensed speech therapy service providers to implement children's speech therapy Individualized Educational Plans (IEP), conduct evaluations/eligibility, per District and federal educational guidelines, and attend meetings with multi-disciplinary teams to discuss such services. Speech Therapy providers must follow District standards for assessment/evaluation/eligibility and if eligible, develop IEPs for those students eligible for services. Speech Therapists (SLPs) must also be able to supervise speech assistants as needed. Speech Therapy provider must comply with time lines for testing and services per federal law.

Specifications

1. Speech Therapists will be licensed by state board to perform duties, such as consultations, evaluation, and development of plans.

2. Speech therapist(s) must be able to work a minimum of 20 hrs/wk up to a maximum of 40 hrs/wk and provide their own transportation. Therapist(s) will provide copies of their license/certification for audit purposes. Therapist must meet all IRS standards for contracted employee. District will provide contractors an office space but will not reimburse for travel, registration or time spent at in-services. District may provide specific adaptive equipment recommended for use by ARD committees.

3. Speech therapist(s) will follow the District's guidelines for dress code, administration, and compliance.

4. Therapist(s) will conduct evaluations to District standards, using District approved instruments, and complete/submit reports/paperwork in a timely fashion as required by the District.

5. Prior to commencing any work the awarded vendor will certify that each employee of the vendor who will have direct contact with students has obtained the necessary background check as required by TEC 22.0834.

National criminal history record information from a law enforcement, or criminal justice agency, for each employee of the vendor hired before January 1, 2008; and

National criminal history record information from the Texas Department of Safety for each employee of the vendor hired on or after January 1, 2008.

☐ I understand the specifications
(Required: Check if applicable)

4 Contract Terms

Southwest ISD seeks contract services from **September 1, 2025 or award date through May 31, 2030.**

Awarded vendors require approval by the Southwest ISD Board of Trustees.

☐ I understand the requirements
(Required: Check if applicable)

5 Terms and Conditions

Governing Documents
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 the Texas Education Code (TEC), other applicable State of Texas statutes and all local. Board of Education policies.

This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only and are not attached as part of this Solicitation. A copy may be obtained by contacting the Southwest ISD Purchasing Department listed on this proposal.

1) Texas Education Code 44.031 - 44.047.
2) Purchasing and Acquisition, Southwest ISD Policy CH (Legal)
3) Purchasing and Acquisition, Southwest ISD Policy CH (Local).

Proposal Validity

Proposal commitments must be valid for a minimum of sixty (60) calendar days from the due date for proposals.

Addendum

Should an addition or correction become necessary after a Solicitation is issued, an Addendum or notice of the availability of such an Addendum online will be sent to all Vendors of Record with the District and will be posted on the District's electronic purchasing system.

Reserve the Rights

Southwest ISD expressly reserves the right to:

1) Waive minor deviations from specifications, if the District determines that the overall cost of the goods or services will be lower and the overall function is improved or not impaired
2) Waive any minor informality or deficiency in any Solicitation procedure
3) Reject any or all Solicitation Responses
4) Cancel the Solicitation
5) Reissue a Solicitation
6) Extend the Solicitation opening time and date, the Contract Award date, or both
7) Specify approximate quantities
8) Increase or decrease the quantity specified in the Solicitation
9) Consider and accept alternate Solicitations, if specified in the Solicitation, when it is considered in the best interest of the District
10) Procure any goods or services by other means

Assignment of Contract

Awarded Proposer may not assign, subcontract or transfer neither this agreement nor any rights and privileges granted under this contract, either whole or in part, without the written consent of Southwest ISD.

Contract Relationship

Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.

Cancelation

Any contract resulting from this RFP is contingent upon the continued appropriation of funds. If funding for any payments under this agreement is not appropriated, Southwest ISD shall notify the vendor in writing and contract will terminate.

If at any time awarded services are not in accordance with the agreed instructions, conditions, and specifications set forth by this agreement, such act(s) will constitute grounds for the cancelation of the agreement. Any part of the

contract may be canceled for cause under any one of the following circumstances:

1. The vendor fails to make delivery of services as specified in this contract, or
2. The vendor fails to perform any of the provisions of this contract.

Upon discovery of a non-performance issue, Southwest ISD will give the Proposer a written notice and allow a period of thirty days (30) for the Proposer to satisfactorily remedy the problem. Failure to provide a satisfactory remedy within the thirty (30) days will automatically be cause for
commencement of the thirty (30) day cancelation notice. However, the Southwest ISD Board of Trustees reserves the right to cancel this agreement with or without cause at no pecuniary risk or penalty upon thirty (30) day written notice of intent to cancel

Indemnification

Contractor agrees to indemnify and hold the District, and its employees, officers, and agent, harmless from any and all damages, claims and costs incurred as a result of or related to performance under this proposal.

Wage Requirements

All proposals must comply with all prevailing wage laws and State laws that may be in effect on this project. All Contractors shall comply with all laws regarding wage rates including (but not limited to Article 5159a of the Revised Civil Statutes of the State of Texas).

District Policies

In entering into this contract, Contractor agrees to abide by all District policies and regulations. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations.

Invoices

Invoices must be addressed to Southwest ISD, Accounts Payable, 11914 Dragon Lane, San Antonio, TX, 78252. Payment on a properly submitted invoice will usually be made on the seventh (7^{th}) business day of the month for items/services received prior to or on the last business day of the previous month unless otherwise specified. If an invoice is not properly submitted, late and/or finance charges will not be paid by the District.

District Employees
In reference of Southwest ISD Policies CH (Local) *Purchasing and Acquisition*, and DBD (Local) *Employment Requirements and Restrictions*, all Respondents must disclose the name of any Southwest ISD employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the response or cancelation of a contract resulting from this request. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process. Services that might be provided by the employee as an extension of the employee's regular job responsibilities shall not be considered.

Legal Venue

The vendor understands and agrees that venue for any litigation arising from this award or contract shall lie in San Antonio, Bexar County, Texas, and that any dispute shall be governed by the laws of the State of Texas.

Conflict of Interest

Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Southwest ISD must file a Vendor Conflict of Interest Questionnaire with the Southwest ISD Purchasing Office in accordance with Texas Local Government Code Chapter 176, not later than the 7th business day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an agent of a Vendor in the Vendor's business with the District. Forms are also posted at the Texas Ethics Commission's website at http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

District Employees.
In reference of Southwest ISD Policies CH (Local) *Purchasing and Acquisition*, and DBD (Local) *Employment Requirements and Restrictions*, all Respondents must disclose the name of any Southwest ISD employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the response or cancelation of a contract resulting from this request. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process. Services that might be provided by the employee as an extension of the employee's regular job responsibilities shall not be considered.

Taxes

Southwest ISD is a public jurisdiction that is exempt from federal, state, sales, excise, and use taxes. Tax exemption certificates will be provided by Southwest ISDupon individual requests from the vendor. Sales tax must not be included in any response or invoice submitted by any vendor unless failure to obtain a Tax Exemption Certificate from Southwest ISD has occurred.

Property Taxes
Responding proposer affirms that it does not currently owe or is otherwise indebted to the District for adjudicated delinquent property taxes. Southwest ISD reserves the right to reject a Proposal if the Proposer is currently indebted to Southwest ISD for delinquent taxes or to terminate a contract if the successful Proposer subsequently becomes delinquent. The District further reserves the right to deduct any delinquent taxes owed from payments to awarded Proposer under the awarded contract.

Confidentiality
All materials contained in proposal documents will be held in confidence until an award is made and no proposal data will be available for review until that time. During the RFP opening, the only information available to the public will be the names of the Proposers. After award, all material will be available for public review pursuant to State of Texas Public Information Act,
Government Code 552.

Multiple Award

At the conclusion of all evaluation activities an award recommendation will be made to the Southwest ISD Board of Trustees. Southwest ISD will act as sole judge in determining the suitability of services of the awarded. Southwest ISD plans on awarding multiple vendors and ranking them as primary and secondary. The primary vendor will be used first and if the primary awarded vendor is unable to provide acceptable service as determined by the Executive Director of Special Education, than one of the secondary awarded vendors will be contacted. Southwest ISD is not required to purchase any minimum or maximum quantity of services from the awarded vendors.

Personnel Background Screening

At the conclusion of all evaluation activities an award recommendation will be made to the Southwest ISD Board of Trustees. Southwest ISD will act as sole judge in determining the suitability of services of the awarded. Southwest ISD plans on awarding multiple vendors and ranking them as primary and secondary. The primary vendor will be used first and if the primary awarded vendor is unable to provide acceptable service as determined by the Executive Director of Special Education, than one of the secondary awarded vendors will be contacted. Southwest

ISD is not required to purchase any minimum or maximum quantity of services from the awarded vendors.

Conflict of Interest

No employee, officer or member of Southwest ISD shall participate in the selection, development of a response to this RFP, award or administration of a contract supported by the RFP if a conflict of interest, real or apparent, would be involved. Proposers shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of Southwest ISD, or to any consultant, employee, or member. Violation of this provision may cause a respondent's response to be rejected.

Pricing
Pricing shall be firm from the award date through the fiscal year (August 31). Any price increases must be submitted in writing and approved by the Assistant Superintendent of Special Programs. Price increases are limited to 3% per annum.

☐ I understand the terms and conditions
(Required: Check if applicable)

6 Firm Information

Identify your firm, including legal name, address, telephone, fax, and number of professionals in the firm.

(Required: Maximum 4000 characters allowed)

7 Firm History

Please provide a brief history of your firm.

(Required: Maximum 4000 characters allowed)

8 Primary Contact

Proposer shall provide the contact information of the individual that has prepared and submitted the bid response. Provide full name, title, direct phone number and email address.

(Required: Maximum 4000 characters allowed)

9 **Invoice and Billing Contact**

Proposer shall provide the contact information of the individual that prepares invoices and billing. Provide full name, title, direct phone number and email address.

(Required: Maximum 4000 characters allowed)

10 **Contracted Services Scheduling Contact**

Proposer shall provide the contact information of the individual that prepares scheduling for contract services. Provide full name, title, direct phone number and email address.

(Required: Maximum 4000 characters allowed)

11 **Speech Therapists licenses**

Proposer shall provide copies of State of Texas Licenses for all Speech Therapists assigned to Southwest ISD. **Attach the Speech Therapists licenses under 'Response Attachments' tab.**

Failure to supply <u>all</u> requested documentation may be grounds for bid disqualification.

☐ I understand the requirement

(Required: Check if applicable)

12 **Therapist/Therapy Assistant Resume, College Transcripts and Contiuning Education certificate**

Proposer shall provide resumes, college transcripts and continuing education certificates of each therapist(s) and/or therapy assistant(s) assigned to handle Southwest ISD. **Attach therapist(s) and/or therapy assistant(s) resumes, college transcripts and continuing education certificates under 'Response Attachments' tab.**

Failure to supply <u>all</u> requested documentaton may be grounds for bid disqualification

☐ I understand the requirement

(Required: Check if applicable)

13 **Invoice samples**

Proposer shall provide a sample invoice that Southwest ISD can expect from your firm. Invoice should show a breakdown of applicable services and/or costs that vendor will expect payment from Southwest ISD. **Attach Invoice samples under 'Response Attachments' tab.**

Failure to supply <u>all</u> requested documentaton may be grounds for bid disqualification.

☐ I understand the requirement

(Required: Check if applicable)

14 Documentation/Log/Consultation samples

Proposer shall provide a sample of the documentation/log/consultation history Southwest ISD can expect from your firm. **Attach documentation/Log/Consultation samples under 'Response Attachments' tab.**

Failure to supply <u>all</u> requested documentation may be grounds for bid disqualification.

☐ I understand the requirement
(Required: Check if applicable)

15 Insurance Requirements

Agent/Broker shall be insured for Professional Errors & Omissions Liability, General Liability, Vehicle Liability, and Workers' Compensation; Agent/Broker shall be responsible for all funds handled by Agent/Broker on behalf of Southwest Independent School District; Agent/Broker shall not subcontract work without the prior written permission of Southwest ISD.

Insurance limits required to be carried by the Agent/Broker are outlined below:

a. **Worker's Compensation** including Employer's Liability Insurance with at least the following limits:

Part 1: Workers' Compensation: Statutory Limits (Texas)

Part 2: Employers Liability – Each Accident: $1,000,000

Employers Liability – Disease – Policy Limit: $1,000,000

Employers Liability – Disease – Each Employee: $1,000,000

b. **Professional Liability Errors & Omissions** insurance with a minimum limit of $1,000,000 each occurrence / aggregate

c. **General Liability for Bodily Injury and Property Damage** insurance with a minimum limit of $1,000,000 each occurrence / $2,000,000 aggregate; **including Personal and Advertising Injury** insurance with a minimum limit of $1,000,000

each occurrence

Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than $1,000,000 each accident

<u>A certificate of insurance evidencing these lines of insurance is required to be included in your proposal to the District under 'Response Attachments' tab.</u>

☐ I understand the requirement
(Required: Check if applicable)

16 **Material litigation, administrative proceeding, violation of or investigation**

List any material litigation, administrative proceeding, violation of or investigation from any Federal, State or Local government during the past five (5) years and the name and address of the government official handling the case. If your firm has not been involved in any material litigation, administrative proceeding, violation of or investigation from any Federal, State or Local government during the past five (5) years, provide a notarized affidavit indicating as such

Attach material litigation, administrative proceeding, violation of or investigation or Notarized affidavit under 'Response Attachments'

☐ I understand the requirement
(Required: Check if applicable)

17 **Current District Clients**

The proposer is required to submit three (3) current district clients. Include must include:

- Project
- Project description
- District name
- Contact person
- Address
- Phone number
- Email address

To expedite the evaluation process, e-mail is the preferred method of contact. **Failure to supply complete reference information may be grounds for bid disqualification.**

☐ I understand the requirement
(Required: Check if applicable)

18 **Current District Client: Number 1**

Current District Client: Number 1: project, project description, district name, contact person, address, phone number and email address.

(Required: Maximum 4000 characters allowed)

19 **Current District Client Number 2**

Current District Client: Number 2: project, project description, district name, contact person, address, phone number and email address.

(Required: Maximum 4000 characters allowed)

20

Current District Client: Number 3

Current District Client: Number 3: project, project description, district name, contact person, address, phone number and email address.

(Required: Maximum 4000 characters allowed)

21

Former District Clients

The proposer is required to submit two (2) former district clients. Information must include include:

- Project
- Project description
- District name
- Contact person
- Address,
- Phone number
- Email address

To expedite the evaluation process, e-mail is the preferred method of contact. **Failure to supply complete reference information may be grounds for bid disqualification.**

☐ I understand the requirement

(Required: Check if applicable)

22

Former District Client: Number 1

Former District Client Number 1: project, project description, district name, contact person, address, phone number and email address.

(Required: Maximum 4000 characters allowed)

23

Former District Client Number 2

Former District Client Number 2: project, project description, district name, contact person, address, phone number and email address.

(Required: Maximum 4000 characters allowed)

24 Speech Therapy Assessment Projects

List the total number of projects for the last three years.

(Required: Numbers only)

25 Speech Therapy Projects

List the total number of projects for the last three years.

(Required: Numbers only)

26 Other type projects

List the total number of projects for the last three years.

(Required: Numbers only)

27 Therapist Monitoring

Describe how your firm will work with the District to monitor therapists assigned to SWISD.

(Required: Maximum 4000 characters allowed)

28 Speech Therapy difference in educational setting and medical model

Describe the difference between speech therapy in an educational setting versus speech therapy under a medical model.

(Required: Maximum 4000 characters allowed)

29 Speech Therapy Services- District initiatives aligned with State Guidelines

Describe how your firm will work with the District to address District initiatives to align speech therapy services with State guidelines.

(Required: Maximum 4000 characters allowed)

30 **Speech Therapist (Hourly Rate)**

List the hourly rate of the position

$

(Required: Numbers only)

31 **Speech Therapy Assistant (Hourly Rate)**

List the hourly rate of the position

$

(Required: Numbers only)

32 **Additional expenses --if applicable**

Any additional expenses to be charged to Southwest ISD-NOT included with the Speech Therapy and Speech Therapy Assistant hourly rate on *Line Item* tab. List items and pricing. List '0" if there will be no additional expenses.

(Required: Maximum 1000 characters allowed)

33 **Other Firm advantages**

Other advantages offered by the firm that would be of benefit to Southwest ISD.

(Required: Maximum 4000 characters allowed)

34 **Felony Conviction Notice**

State of 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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”. Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”. **THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.** The vendor is to certify that the information concerning notification of felony convictions has been reviewed and the information furnished is true to the best of my knowledge.

☐ The company is a Publicly Held Corporation ☐ Owner/operator has been convicted of a felony

☐ Owner/operator has not been convicted of a felony

(Required: Check only one)

35 **Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Sections 3017.510, Participant's responsibilities. The regulations were published as Part IV of January 30, 1989, Federal Register (pages 4722-4733).

1. The prospective bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective bidder is unable to certify to any of the statements in this certification, such prospective bidder shall attach an explanation to this proposal.

☐ This certification is required by the regulations
(Required: Check if applicable)

36 ***Attribute deleted as part of an Addendum***

37 **Statement of Certification Regarding Compliance Doing Business with Terrorist Organizations (Chapter 2252)**

The undersigned representative of the proposer, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan, or any Foreign Terrorist Organization, I will immediately notify the Southwest Independent School District's Purchasing Department.

☐ I certify and agree with the requirements herein.
(Required: Check if applicable)

38 **Statement of Certification Regarding Compliance Doing Business with Boycotting of Israel (House Bill 89)**

The undersigned representative of the proposer, being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270:

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 the Southwest Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, a majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

☐ I certify and agree with the requirements herein.
(Required: Check if applicable)

39 **Statement of Certification Regarding Compliance discriminating against Firearm Entities or Firearm Trade Associations (SB 19)**

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, the 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.

☐ I certify and agree with the requirements herein.
(Required: Check if applicable)

40 **Statement of Certification Regarding Compliance on Boycotting Energy Companies (SB 13)**

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).

☐ I certify and agree with the requirements herein.
(Required: Check if applicable)

41 **Senate Bill 12 Compliance**

Southwest Independent School District has adopted policies and procedures to comply with Texas Education Code §11.005 as required by Senate Bill 12, including the prohibition on diversity, equity, and inclusion duties. Except as required by applicable state or federal law, vendors shall not knowingly or intentionally engage in, or assign to another person, diversity, equity, and inclusion duties at, for, or on behalf of the District, as those duties are defined by Texas Education Code §11.005. Violation may constitute grounds for corrective action, the termination of the business relationship, or other remedies permitted by law.

☐ I understand the compliance requirement
(Required: Check if applicable)

42	**Federal Compliance Guidelines for the Use of Federal Funds** The District has elected to solicit this invitation to bid under the requirements set forth by the *Code of Federal Regulations* (CFR) *Title 2 Grants and Agreements*, Part 200 *Uniform Administrative Requirements*, *Cost Principals*, and *Audit Requirements for Federal Awards* (2 CFR 200). Following these federal requirements will allow for federal funds entrusted to the District to be used to make purchases through the anticipated contract. The CFR is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. The CFR may change during the term of the contract and the supplier may be required to make adjustments as necessary. The supplier must affirm and represent in this attribute that they, as a company, understand, agree and affirm to all areas identified below and included in attachment titled *Federal Compliance Guidelines and Requirements*. Some of the areas may not be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate for the solicitation. Failure to affirm these requirements may, at the District's discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding source. Below is a list of the items found in the solicitation attachment: 1. General (included for all solicitations) 1.1. Debarment and Suspension 1.2. Conflict of Interest 1.3. Termination for Cause 1.4. Byrd Anti-Lobbying Amendment 1.5. Small Purchases 2. Large Purchases (for individual purchases that exceed the *Simplified Acquisition Threshold*) 2.1. Simplified Acquisition Threshold 2.2. Cost Analysis / Negotiation of Profit 2.3. Supplier Violation or Breach of Contract Terms 2.4. Clean Air Act and the Federal Water Pollution Control Act 2.5 Civil Rights/Discrimination 2.6 Copeland Anti-Kickback Act 3. Construction (applies only to solicitations for construction under TGC 2269) 3.1. Davis-Bacon Act 3.2. Equal Employment Opportunity 3.3. Contract Work Hours and Safety Standards Act 4. Specialized Procurements (applies only to solicitations for with specialized requirements as identified) 4.1. Rights to Inventions Made Under a Contract or Agreement 4.2. Energy Policy and Conservation Act 4.3. Solid Waste Disposal Act By checking the associated box, the company certifies and agree with the requirements set forth under the solicitation attachment titled Federal Compliance Guidelines for the Use of Federal Funds. ☐ I understand the requirements *(Optional: Check if applicable)*

43 Interlocal Agreements

Southwest ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA), an alliance of over 40 school districts in Texas representing over a million 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.

In support of this collaborative effort, all awards made by Southwest ISD under this RFP 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.

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.

☐ I certify and agree with the requirements herein.
(Required: Check if applicable)

44 Evaluation Matrix

It is not the policy of the Southwest ISD to award or purchase on the sole basis of low price alone. Award will be made to the firm submitting the best responsive proposal satisfying Southwest ISD's requirements, price and other factors considered. In the event that one vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified vendors. In awarding a contract, the Southwest ISD will consider the following factors:

1. The purchase price
2. The reputation of the vendor and of the vendor's goods and services
3. The quality of the vendor's goods or services
4. The extent the goods or services meet the needs of Southwest ISD
5. The vendor's past relationship with the Southwest ISD
6. The total long-term cost to the District
7. Principal place of business is Texas or employs at least 500 persons in Texas
8. Any other relevant factors listed herein

*All of the criteria outlined in TEC 44.031(b) are encompassed in the listed criteria***.**

The qualifications of each responding Firm will be evaluated, and Southwest ISD, at its sole discretion, may elect to further examine the qualifications of certain firms through scheduled interviews. The following criteria will be used in the evaluation of qualifications: (Number of points)

Evaluation Matrix	

Proposer bid meets the District's needs	50 Points
Proposal Pricing	25 points
School District Experience and School District Client References	25 points
Total	**100 Points**

At the conclusion of all evaluation activities an award recommendation will be made to the Southwest ISD Board of Trustees. Southwest ISD will act as sole judge in determining the suitability of services of the awarded. Any or all portions of this RFP and all portions of the proposal will be incorporated into the final contractual agreement. **All negotiated agreements must ultimately be reduced to writing and signed by the Proposer and the District.**

☐ I understand the evaluation criteria
(Required: Check if applicable)

45 **Additonal Documentation**

Additional pages may be included within the Proposal response. Unnecessarily lengthy documents are discouraged. The District reserves the right to tender its own contract, which shall incorporate the requirements of this RFP and the successful Proposer's response. It is suggested that if Proposer has an established contract agreement for the product offered, this should be included within. Proposer must list any special provisions or clauses that it would like to have considered in the resulting contract and an explanation of the intent of such special provision or clause. Attachments may be uploaded by clicking 'Response Attachments' tab.

Exceptions to the District's terms and conditions may be grounds for disqualification due to non-responsiveness.

☐ I certify and agree with the requirements herein.
(Required: Check if applicable)

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