REQUEST FOR PROPOSALS

FOR

FINE ARTS SUPPLIES & SERVICES

Solicitation # 22-022S

Issued By:

Schertz-Cibolo-Universal City Independent School District

Initial Opening:
2:00 PM
APRIL 30, 2022

Final Closing Date:
2:00 PM
APRIL 30, 2027

The SCUCISD is accepting sealed Proposals to provide Fine Arts Supplies and Services on an "as needed basis" in accordance with the specifications, terms and conditions, contained in this Solicitation. The District intends to award multiple five-year vendor contracts with no minimum guaranteed item quantities or dollar amounts.

ADDENDA TO RFP. SCUCISD reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Contractor, prior to submitting the Proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. Register online at https://scucisd.procureware.com to receive any addenda, submit questions or comments concerning this solicitation.

For Further Information Contact:

SCUCISD Purchasing & Supply Department
Attn: Terri Canal
1056 Elbel Road, Schertz, TX 78154
PH: 210/945-6223
FX: 210945-6251
Email: tcanal@scuc.txed.net

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Mission Statement:

SCUC ISD, a diverse community founded in trust and transparency, commits to empower all students to fulfill lifelong potential through inspiring learning experiences.

Vision:

Inspire-Innovate-EXCEL!

Values:

Leadership, **C**haracter, **C**ommitment, **S**ervice, & **L**earning

Core Competencies:

With a commitment to district-wide Continuous Improvement, the Core Competencies at SCUC are:

- Students First
- Valuing and Engaging our Workforce
- Effective and Efficient Work Processes

SECTION 1 - INSTRUCTIONS

1. **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.

   a. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.

   A. Bids/Proposals will be received electronically via our ProcureWare electronic marketplace at https://scucisd.procureware.com until **April 30, 2022, 2:00 PM**, local time. Additional proposals may be received and opened on an incremental basis until the end of the life of the bid on **April 30, 2027, 2:00 PM.**

   b. **QUESTIONS:** Questions regarding this RFP must be submitted in via https://scucisd.procureware.com on or before **April 20, 2027 at 11:00 AM**.

   c. **PRE-PROPOSAL MEETING:** Not Applicable

   d. **PROPOSAL GUARANTEE:** Not Applicable

   e. **NUMBER OF COPIES:** Unless submitted via our electronic market place, ProcureWare, One (1) original and one (1) electronic copy on a flash/thumb drive submitted to the Purchasing Department marked “ORIGINAL”.

   f. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address, the RFP number and opening date and time.

   g. Submissions that are sent via facsimile or e-mail will **not** be considered.

   h. Proposal submissions received late, unsigned, or in locations other than as stated in this solicitation will be returned without consideration.

   i. The Schertz-Cibolo-Universal City Independent School District will not be bound to accept the lowest or any Proposal and reserves the right to accept or reject in whole or in part, any and all Proposals, to negotiate portions thereof, and to waive any minor informality.

   j. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this solicitation, all costs shall be borne by the Vendor.

   k. Any Proposals submitted in response to this Request for Proposal will become irrevocable upon the closing time and remain open for acceptance for ninety (90) days from the closing date whether or not another RFP has been accepted.

   l. SCUCISD is part of a multi-member purchasing alliance. Please see General Terms and Conditions – Central Texas Purchasing Alliance (CTPA) Adoption Clause for additional information.

   m. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document. Any proposed variation from the specifications, terms and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions on the deviation summary section provided on the Exceptions form Attachment D. If no changes are indicated, the District shall expect to receive the service(s) exactly as specified.

   n. The Solicitation Forms provided must be used. Failure to follow these instructions may cause a Proposal to be determined as non-responsive and the Proposal rejected. The above information must be clear and concise.

o. The District reserves the right to select any offer it deems the best value, regardless of price.

2. **RFP CLARIFICATION:** Questions regarding this RFP should be submitted via https://scucisd.procureware.com. Answers citing the question will be distributed simultaneously to all known prospective offerors through Procureware. Oral answers provided by SCUCISD or its agents shall not be binding. No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the District Purchasing Office.

3. **PROPOSER RESPONSIBILITY:** We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this Solicitation. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

4. **COMPLETENESS:** Proposal shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.

5. **FALSE/MISLEADING STATEMENTS:** Proposal which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.

6. **PROPOSAL SIGNATURE:** The Proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned Proposal shall be rejected.

7. **AWARD:** SCUCISD will award to the contractor(s) who presents the greatest value, in our view, to SCUCISD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the District to be in the best interest of SCUCISD. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **EVALUATION CRITERIA.**

8. **PRECEDENCE:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

    1. the provisions of the Contract (as it may be amended);
    2. the provisions of the RFP (as it may be supplemented).
    3. the provisions of the Contractors Response (as it may be clarified);

9. **CONTRACT PERIOD:** The District intends to award a five-year contract to multiple vendors, beginning immediately upon award. Contracts will continue to be awarded throughout the open solicitation period as responses are received. Contract term will not exceed the bid closing date of **April 30, 2027.**

10. **SCHEDULE OF EVENTS**

    Following is a list of **projected dates/times** with respect to this RFP.

RFP Release Date	April 4, 2022
Initial Bid Opening	April 30, 2022, 2:00 PM
Final Questions Accepted	April 20, 2027, 12:00 PM
Final Closing Date/Contract End Date	April 30, 2027, 2:00 PM

SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

OVERVIEW: Schertz-Cibolo-Universal City ISD (SCUCISD) extends to you an invitation to submit a proposal to serve as a preferred vendor for our Fine Arts Supplies and Services bid.

The District intends to award multiple contracts for placement on an Approved Provider List to be utilized as needs are identified. Awarded contracts shall include percentage discount off Catalog, Shelf or Retail pricing agreement for materials as well as fixed rates for services offered, such as, instrument repair, consultant or judging services, etc. If a bidder cannot list one specific discount percentage, vendors are free to note "various discounts offered or call for price quote" on the bid submittal sheet of this bid.

The purpose of this Proposal is to provide a list of vendors for our campus and department customers, with pre-established terms and conditions, including fixed rates, discount off catalog price; and shipping and handling charges/fees if any.

A. GENERAL INFORMATION:

1. SCUCISD serves the cities of Schertz, Cibolo, Universal City and rural areas of northeast Bexar County as well as southwest Guadalupe County with its boundaries extending over a 73 square mile area.

2. SCUCISD provides instruction to approximately 15,880 students in a predominately rooftop community with currently 17 campuses, to include three (3) high schools, one (1) alternative education center, two (2) junior high schools, three (3) intermediate schools, and eight (8) elementary school campuses.

B. General Service Requirements

1. All awarded Contractors shall perform services shall be performed in accordance with the specifications, commercial standards, plus local, state and federal requirements, as applicable for each specific job assignment.

2. Contractor(s) shall furnish all necessary labor, supervision, travel, equipment, materials, and supplies as required to complete the project as specified herein.

3. Contractor(s) shall be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work sites.

4. **Contractor's Warranty:** Contractor warrants all work performed for a minimum period of one (1) year.

5. **Price Adjustments:** No price increase will be considered on the awarded fixed rates within the first 12 months of the contract. If during the term of the contract, the Contractor's costs are increased, the Contractor may submit a written request to the Director of Purchasing for price adjustment consideration prior to contract expiration/renewal date. Any such request shall be made ninety (90) days in advance of implementing said increase. Adjustments, if any, shall be tied to the Consumer Price Index-Urban Areas (CPI-U) or if applicable, the most current published list of Prevailing Wage Rates for Guadalupe County, Texas as approved by the SCUCISD Board of Trustees for the current fiscal year. No increases shall exceed five percent (5%). Only one price adjustment per year will be considered.

END OF SECTION

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1. **EVALUATION: The following will be considered in making the selection:** The Proposals will be evaluated at the sole and absolute discretion of the District and its designees. The District shall consider the following criteria and weights:

    - Proposed Pricing
    - Proposed Discounts
    - Experience and Qualifications
    - Return Policy
    - References

    a. Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation shall also consider those factors listed in TEC 44.031 (b) listed elsewhere in this solicitation. Proposals will be evaluated equally and fairly; no preference will be given to any Proposer based solely on previous experience with the District or to an incumbent thereof. The District reserves the right to make additional inquiries and may request the submission of additional information.

2. **GENERAL SUBMITTAL REQUIREMENTS:**

    a. PROPOSAL FORMAT: Each proposal should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.

    b. PROPOSAL CONTENT: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

        1) All forms contained or listed in Section 5 in this RFP, fully completed:

        2) A complete response to each of the items in the next section, which are specific to the evaluation criteria. (See next section for more detail.)

3. **SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:**

    - Attachment B – Vendor Questionnaire, References and Vendor Response
    - Attachment C – Price Schedule
    - Attachment D – Exceptions to the Solicitation

4. **EXCEPTIONS**: Proposer shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this Solicitation. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the District will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the General Terms and Conditions may be rejected as nonresponsive.

END OF SECTION

SECTION 4 - GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT:** District standard terms will be Net 30 days; however, Proposers may offer a prompt payment discount in their original Proposal response such as 2% / 10 days - Net 30. Payment will be made, in arrears, in accordance with Texas Prompt Payment Act, Texas Gov't Code 2251.

2. **EVALUATION OF PROPOSALS:** Proposal evaluation will be done based on the information provided by the Offeror. It is very important that the Offeror provide all required information as part of their Proposal. Failure to provide necessary information and documentation could result in the Proposal being rejected.

3. **EVALUATION CRITERIA:** The Proposals will be evaluated at the sole and absolute discretion of the Schertz-Cibolo-Universal City Independent School District and its designees. The District shall consider the following criteria.

    (1) the purchase price;
    (2) the reputation of the vendor and of the vendor's goods or services;
    (3) the quality of the vendor's goods or services;
    (4) the extent to which the goods or services meet the District's needs;
    (5) the vendor's past relationship with the District;
    (6) the total long-term cost to the District to acquire the vendor's goods or services; [and]
    (7) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
        (a) has its principal place of business in this state; or
        (b) employs at least 500 persons in this state; and
    (8) any other relevant factor specifically listed in the request for bids or proposals.

4. **APPLICABILITY:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith. Any resulting contract shall include this solicitation, and Proposal received.

5. **PROPOSAL RESPONSE:** Unless otherwise specified, Offerors are required to submit an executed original of the Proposal. Proposal response must contain:

    a. Signed; Proposal Form
    b. Vendor Questionnaire and References
    c. Vendor Response and Proposal Pricing
    d. Exceptions to the Solicitation
    e. Felony Conviction Notice Form
    f. Conflict of Interest Form. Local Government Code Chapter 176 imposes disclosure / reporting obligations on vendors. If a conflict exists, please complete and return Conflict of Interest Questionnaire Form CIQ. See https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf for information.
    g. EDGAR Certification Requirements
    h. Any additional documents required by the Solicitation.

6. **THOSE WHO DO NOT PROPOSE** are requested to notify the SCUCISD Purchasing Department in writing if they wish to receive future Proposals. Failure to do so may result in their being deleted from our prospective Bidders list.

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

8. **INTERLOCAL AGREEMENTS:** Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

    a. Membership. SCUCISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 100 school districts in Texas representing over 1.5 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.

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

    c. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

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

    a. The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.

    b. It is the Districts intent to execute a contract for the longest period providing the lowest total cost to the district. Any resultant contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract.

10. **CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Director of Purchasing or designee after contract award.

    a. Any additional agreements/contracts to be signed by SCUCISD shall be included <u>with</u> the Proposal.

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

11. **ASSIGNMENTS AND SUBCONTRACTING**: No part of this agreement may be assigned or subcontracted without the prior written consent of the Schertz-Cibolo-Universal City Independent School District's Purchasing Director. Payment can only be made to the Contractor named in this agreement.

12. **PUBLIC RECORD:** All Proposals become the property of the District. As a governmental entity the Public Information Act, formerly known as the Open Records Act, applies to this solicitation. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal will not be considered proprietary information.

13. **CHANGES:** This Contract shall not be modified, altered, or changed except by mutual consent confirmed in writing by an authorized representative of each party to this Contract. The Director of Purchasing or designee shall administer this contract on behalf of the District. The Vendor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written Change Order. The SCUCISD Purchasing department shall review, approve and process all changes.

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

15. **INDEPENDENT CONTRACTOR:** The parties intend that the Contractor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. The Contractor will be free to contract for similar services to be performed for other employers while Contractor is under contract with District. The Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees. The District and Contractor agree that the Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' compensation insurance policies. The District shall not deduct Federal Income Taxes, FICA (Social Security) or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.

16. **TERMINATION:** Any resulting contract may be terminated by the District at any time with or without cause and without penalty to the District. In the event of termination by the District prior to completion of the contract, compensation shall be prorated on the services actually performed, and the Contractor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.

17. **CANCELLATION**: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

18. **NON-PERFORMANCE:** Whenever, in the opinion of the District, the work is neglected by the Contractor, the District may request to have the Contractor bring additional labor, materials, and supplies into the work. If the Contractor fails to correct the unsatisfactory condition(s) within five (5) working days, the Contractor shall be advised of so in writing. The District shall have no obligation to give the Contractor more than two (2) notices of unsatisfactory performance during the contract period; and, should the Contractor again fail to perform the services pursuant to the contract, the District may declare the contract in default, terminate the contract, and contract with another.

    a. In the event of default by Contractor, the District shall be liable only for payment of those services performed and accepted prior to the date of termination.

19. **CHANGES TO PROPOSAL:** The District retains the right to negotiate changes in a Proposal by any offeror, and to reject any or all Proposals if none of the submissions are responsive to its needs.

20. **CHANGES IN REQUIREMENTS:** Should the District, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement, but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of both parties.

21. **UNRESTRICTED QUANTITIES:** The District is not limited to purchase all or any of its requirements from any contract resulting from this solicitation/award.

22. **DELIVERIES** required in this solicitation shall be freight prepaid F.O.B. DESTINATION and prices shall include all freight, delivery charges for a total cost delivered.

23. **DISMISSAL OF UNSATISFACTORY EMPLOYEES:** If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District representative, or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.

24. **VENUE:** This Agreement shall be governed by the law of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue shall be in Guadalupe County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

25. **NOTICE:** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

26. **CRIMINAL BACKGROUND CHECK:** All Contractors, who have a contract for services, have continuing duties related to the contract and have direct contact with students must certify to the district that it has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing the services for the District. This is an all or nothing test. If all three criteria are met then the criminal history review is mandatory. The cost of the review shall be paid by Contractor. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. The Contractor selected may also be required to provide a list of personnel who will be assigned to do the work. When requested this information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.

    a. The District reserves the right to review the personal background and conduct security clearances on the Contractor's assigned personnel. The Contractor shall certify that all employees assigned to work under the contract have successfully passed a criminal background check, prior to assignment. The Contractor shall cooperate with the District authorities and shall comply with all regulations in effect during the contract period.

    b. Upon the request of the District, the successful bidder maybe required to provide the names of all persons who may be assigned to do the work on the contract for the purpose of completing a criminal background check. The following information shall be provided with each name to the District: date of birth, Texas driver's license number, and current address,

    c. Any person or persons not acceptable to the District shall be prohibited from working on the contract.

27. **DISCLOSURE OF INTERESTED PARTIES:** A Successful offeror shall provide a signed 1295 Form upon request before any award of contract by our Board of Trustees. The Texas Legislature adopted House Bill 1295 in 2015. HB 1295 added Section 2252.908 to the Government Code. Under this law, any business entity that enters into a contract with SCUCISD that requires the approval of the Board of Trustees must submit a "Disclosure of Interested Parties" to the District prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission, and is the "Form 1295". A Sample Form can be found on our Purchasing Department website under Vendors and Contractors.

    For additional information the Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of their website pertaining to Form 1295 is: www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

28. **TEXAS DATA PRIVACY AGREEMENT:** A Successful offeror shall provide a Student Data Privacy Agreement upon notification of award. The Texas Student Privacy Alliance created a Common Student Data Privacy Agreement, which shall be used by all member schools when implementing any online application. By adopting such an agreement all vendors and schools have common expectations when entering into a relationship or implementation without having to renegotiate terms in every new instance. All vendors handling student data are expected to complete the agreement. A Sample Form can be found on our Purchasing Department website under Student Data Privacy Agreement.

29. **DISPUTE RESOLUTION:** The laws of the State of Texas shall govern this agreement and performance hereunder. The District and Contractor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.

    a. Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.

b. In the event the District and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

At all times during the course of any dispute resolution process, the Contractor shall continue diligently and without delay to perform the services and obligations of the Agreement

30. **INVOICING:** Send the original invoices to: Attention: Accounts Payable,
Schertz Cibolo Universal City ISD
1060 Elbel Road
Schertz, TX 78154

a. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract Purchase Order number (PO#); quantities; item descriptions, unit prices and extensions; fees; and an invoice total.

b. For payment purposes, the contractor shall obtain PO # from the District for each separate order/invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require a unique PO# to be issued to the Contractor by the District. If the PO# does not appear on the contractor's invoice, payment may be delayed.

31. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES:** Chapter 2252, of the Texas Government Code was amended to update state contract law to prohibit governmental entities from contracting with companies engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. The intent of this change is to ensure that Texas taxpayers' dollars are not spent on companies engaged in business with other nation states or terrorist organizations that are anathema to the policy interests of the United States or the State of Texas.

32. Pursuant to Texas Government Code Chapter 2270, if this contract is valued at $100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants to the District that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

33. **COMPLIANCE:** The Offeror shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this solicitation. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA).

34. **PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 2274:**

a. **FIREARM ENTITY / TRADE ASSOCIATION NON-DISCRIMINATION:** If the Contractor is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the DISTRICT, unless excepted from law.

b. **ENERGY COMPANY BOYCOTT:** As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the DISTRICT, unless excepted by law.

35. **SAFETY:** Vendors, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by the District and by the Occupational Safety and Health Administration ("OSHA"). All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by the District, including Current Good Manufacturing Practices (cGMP's), https://www.fda.gov/food/guidance-regulation-food-and-dietary-supplements/current-

good-manufacturing-practices-cgmps-food-and-dietary-supplements. Product to be handled in accordance with the Federal Food and Drug Administration's (FDA's) Guidance for Industry. Vendor shall indemnify and hold the District, harmless from all claims, demands, suits, actions, judgements, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

36. **DEFINITIONS:** We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document

a. "Proponent" "Vendor" "Bidder" "Offeror" means responder to the Request for Proposal and the individual, partnership, and sole proprietorship or Corporation executing the Contract and shall include any agent, employee, officer, director, supplier or sub-contractor of the Vendor pursuant to the Contract.

b. "SCUCISD" "Schertz-Cibolo-Universal City Independent School District", "District", "Owner", the Board of Trustees, its students, employees and agents.

c. "Solicitation", used to describe a Request for Proposal, Request for Competitive Sealed Proposal, Request for Bids or other solicitation document.

d. "PO" or "Purchase Order" "Agreement" "Contract" means a document that will be issued by the Schertz-Cibolo-Universal City Independent School District to formalize the agreement with the successful Proponent.

e. "Shall", "must", "will", "mandatory" means a requirement that must be met for the submission to receive consideration.

f. "Service", "Services", "Work" shall mean the products/services supplied to the Schertz-Cibolo-Universal City Independent School District in accordance with the specifications, terms and conditions stated in this Request for Bid.

g. "Supplier" - A business entity engaged in the business of providing contract supplies/services.

h. "Bidder" - A business entity submitting a Response to this RFP. Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the bid requirements.

i. "Contractor" - The Offeror(s) whose Response to this RFP is evaluated as meeting the needs of SCUCISD. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in the RFP.

j. "Subcontractor" - A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.

k. "Contractor's Employee" - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, etc.).

l. "Response" - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on SCUCISD or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

END OF SECTION

SECTION 5 – ATTACHMENTS

REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT

(1) Attachment A – Proposal Form
(2) Attachment B – Vendor Questionnaire and References
(3) Attachment C – Price Schedule
(4) Attachment D – Exceptions to this Solicitation
(5) Attachment E – Felony Conviction Notice
(6) Attachment F – Conflict of Interest Form CIQ
(7) Attachment G – EDGAR Certification Requirements

Proposal Checklist – to be utilized as a guide only.

***Download solicitations, addenda and other forms at:** https://scucisd.procureware.com

ATTACHMENT A

PROPOSAL FORM

NOTE: Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

We, _____ ,
(Company Name)

of, _____ _____ ,
(Business Address) *(Zip Code)*

The undersigned, having fully and carefully read and examined the Request for Proposal (RFP) Documents, Enclosures and Addenda, hereby offers to Schertz-Cibolo-Universal City Independent School District a Proposal for **Fine Arts Supplies & Services** in accordance with the solicitation documents, and addenda at the place, price and in a manner set out therein and certifies the following;

a. Represents that to the best of its knowledge it is not indebted to the Schertz Cibolo Universal City Independent School District. Indebtedness to the District shall be basis for the non-award and/or cancellation of any award.

b. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.

c. The undersigned affirms that they are duly authorized to execute this contract, to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included herein, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Bidder, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this solicitation.

ADDENDA ACKNOWLEDGEMENT

Acknowledgement is hereby made of receipt of the following addenda to this PROPOSAL document:

Addendum No. _____ dated _____, _____ pages

Addendum No. _____ dated _____, _____ pages

Addendum No. _____ dated _____, _____ pages

Signatures: Signed and submitted by:

_____ _____
(Signature of person authorized to sign) *(Print name of person authorized to sign)*

Name of person to contact regarding this Proposal:_____

Title:_____ Telephone #: _____

FAX:_____ E-Mail:_____

ATTACHMENT B

VENDOR QUESTIONNAIRE

In submitting a proposal, each Prospective Bidder shall also provide the following information: (Use additional sheets, if necessary.) A qualifying Proposal must address all items. Incomplete Proposals may be rejected.

PART I - GENERAL INFORMATION

1. **Prospective Bidder Information:** Provide the following information regarding the Prospective Bidder.

   Prospective Bidder Name: _____
   (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

   Principal Address: _____

   City: _____ State: _____ Zip Code: _____

   Telephone No. _____ Fax No: _____

   Website address: _____

   Year established: _____

   Provide the number of years in business under present name: _____

   Number of Employees: _____

2. **Account Representative:** List the account representative information that would service the District's account, if awarded.

   Name: _____ Title: _____

   Address: _____

   City: _____ State: _____ Zip Code: _____

   Office Phone: _____ Cell Phone: _____ Fax: _____

   Email Address: _____

3. **Remittance Information:**

   Please specify the correct legal business name, contact person, address, phone and fax numbers that should be used as the remittance address by SCUCISD, if different from vendor information above.

   Legal Business Name: _____

   Address: _____

   City, State, Zip: _____

   Phone: _____ Fax: _____

   Email Address: _____

4. **Purchase Order Information:** Please specify the correct information below that should be used for all purchase order submitted by the District. All purchases must be made with an approved District Purchase Order, District Check or Procurement Card. SCUCISD will not be responsible for orders without one of the approved methods of payment listed.

   Legal Business Name:_____

   Address:_____

   City, State, Zip:_____

   Vendor Contact:_____

   Phone: _____Fax:_____

   Email Address:_____

   Web Site: _____

   Hours of Operation: _____

   Indicate the preferred method(s) for receiving purchase orders:

   ☐ Email: _____ ☐ Fax: _____

PART II - PROPOSAL RESPONSE:

1. Will you accept purchase orders? Yes ☐ No ☐
2. Will you accept credit card payment? Yes ☐ No ☐
3. Is this bid valid for all of your greater San Antonio area locations? Yes ☐ No ☐
4. If no, please list addresses and telephone numbers of all participating locations below or attach a list.

   _____

   _____

5. **Warranty:** Describe your firm's proposed warranty to include the time frame for both parts and labor as listed below:
   a. Parts: _____
   b. Labor: _____

6. **Reference Number:** List reference number information required on purchase orders, if applicable.

   _____

7. **Shipping Terms:** District terms shall be freight prepaid F.O.B. DESTINATION and prices shall include all freight, delivery charges for a total cost delivered.

   _____

8. **Return Policy:** Briefly state Proposers return policy.

PART III - <u>REFERENCES</u>:

Provide a minimum of three (3) references that Respondent has provided like services or supplies to within the past three (3) years, preferably with K-12 School Districts. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference 1:

Company/District Name:	
Contact Name/Title:	
Business Address	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

Reference 2:

Company/District Name:	
Contact Name/Title:	
Business Address	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

Reference 3:

Company/District Name:	
Contact Name/Title:	
Business Address	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

ATTACHMENT C

PRICE SCHEDULE

COMPANY NAME: _____

1. **Discount Proposal Section**

Title of Catalog/Published Price List	Publication Date	% Discount Offered	Special Conditions & Shipping Instructions

NOTE: If catalog and/or price list is accessible through the internet, list website address:

Website Address: _____

2. Services

Provide fixed rates for all proposed services offered. Services shall include but not limited to, instrument repair services, consultant and judging services, training, etc. Note: Respondent may complete the table below or submit a list of services offered along with the associated price for each.

Item No.	Description	Proposed Pricing	Unit of Measure
1.		$	Per _____
2.		$	Per _____
3.		$	Per _____
4.		$	Per _____
5.		$	Per _____

ATTACHMENT D

EXCEPTIONS TO THIS SOLICITATION

Does the Prospective Bidder have any deviations to any conditions and/or specifications/scope of services listed in this document?

☐ No

☐ Yes

If yes, noted in writing herein._____

_____

_____

_____

_____

_____

(Attach additional Pages if necessary)

Note: Each exception must be clearly defined and referenced to the proper section and paragraph in this Solicitation.

ATTACHMENT E

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, 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 **(Sign under ITEM A)**

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

A. My firm is a **publicly-held corporation**; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____
(Attach additional sheet if necessary.)

Details of Conviction(s): _____
(Attach additional sheet if necessary.)

Signature of Company Official: _____

ATTACHMENT F

CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

ATTACHMENT G

CERTIFICATION REQUIREMENTS *(Federal Funding)*

The District has elected to solicit requests for proposals under the requirements set forth by the Code of Federal Regulations (CFR) Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, 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 an awarded District 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 Vendor may be required to make adjustments as necessary.

By submission of a Solicitation Response, the Vendor certifies and agrees that they as a company understand and comply with all applicable areas identified herein. 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 and agree to 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.

The District reserves the right at any time within the contract term to require an awarded supplier to reaffirm, sign and resubmit proper documentation stating that their company is not debarred, nor have any other circumstances changed related to their original response.

NOTE: Any NO answers in this section must be listed on the Exceptions Form (Attachment D) with a detailed explanation for the exception.

- **General:**

1. **BUY AMERICAN ACT:** Proposers must agree and certify that proposer is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. Information regarding the Buy American Act can be found at https://www.gpo.gov/fdsys/pkg/CFR-2010-title48-vol2/pdf/CFR-2010-title48-vol2-sec52-225-11.pdf

   AGREED - ☐ Yes ☐ No

2. **CLEAN AIR AND WATER ACT:** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants 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).

   ACKNOWLEDGED - ☐ Yes ☐ No

3. **Compliance with Energy Policy and Conservation Act:** When Federal funds are expended by the District, for any contract resulting from this procurement process, the vendor certifies, that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state agency conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

   ACKNOWLEDGED - ☐ Yes ☐ No

4. **ANTITRUST CERTIFICATION STATEMENT.** Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that: 1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; 2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15; 3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and 4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

   AGREED - ☐ Yes ☐ No

5. **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 Excluded Parties List System 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." The Excluded Parties List System in SAM (sam.gov) 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. Prior to award, the District will verify that the supplier is not currently listed as debarred by the Federal government. If the supplier is found to be on the Federal debarment list, the District, at its sole option, may elect to not award to the supplier if the funds intended for use with the contract will be federal funds. If awarded and during the contract term the supplier becomes debarred, the supplier must notify the District within five (5) District business days of the debarment. The District, upon its sole judgment, may elect to terminate the associated contract without penalty to the District or limit the contract to non-federal funds. Such judgment will be done in writing within twenty (20) District business days. During this assessment period, no contract orders can be placed by the District using federal funds.

   ACKNOWLEDGED - ☐ **Yes** ☐ **No**

6. **CONFLICT OF INTEREST.** 2 CFR 200.318(c)(1) states that the District must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific supplier. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the District. It is the responsibility of the supplier to identify and make the District aware of any potential conflicts of interest that exist between their company and the District. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be terminated immediately without penalty to the District based on cause.

   ACKNOWLEDGED - ☐ **Yes** ☐ **No**

7. **TERMINATION FOR CAUSE.** All federal contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The District does not have a threshold, so therefore, all contracts for any amount may be terminated for cause.

   ACKNOWLEDGED - ☐ **Yes** ☐ **No**

8. **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352). The Byrd Amendment applies to all federal contracts, grants, or cooperative agreements, and subcontracts expected to exceed the Simplified Acquisition Threshold (SAT). All contractors and subcontractors should comply with the requirements of this Act. Suppliers must certify for orders over the SAT that they have 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. The supplier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award.

   ACKNOWLEDGED - ☐ **Yes** ☐ **No**

9. **PROHIBITED EMPLOYMENT ASSISTANCE (CJ LEGAL) 20 USC 7926**. Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of ESC, Region 20 or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

   ACKNOWLEDGED - ☐ **Yes** ☐ **No**

10. **FOOD/PRODUCT RECALL AND HACCP PROCEDURES.** Vendor certifies that vendor has, and follows, written Food/Product Recall and Hazard Analysis Critical Control Point (HACCP) procedures, which includes a primary and secondary point of contact. Specify below primary and secondary point of contact, include: name, title, email address and phone #:

    Primary Contact: _____

    Secondary Contact: _____

    Food/Product Recall procedures must be provided with the proposal submission, which includes the notification process – at a minimum the method of notification and timeline. HACCP procedures must be provided with the proposal submission or made available upon request for review.

    ACKNOWLEDGED - ☐ **Yes** ☐ **No**

11. **HEALTH AND SAFETY CERTIFICATES, LICENSING, AND REGULATION.** Vendor certifies compliance with all applicable local, state and federal health & safety certifications, licensing, or regulations, which include, but are not limited, to facility use, food establishment, and authorized providers. If applicable, this information must be provided with the proposal response or upon request.

    ACKNOWLEDGED - ☐ **Yes** ☐ **No**

12. **CERTIFICATION OF NON-COLLUSION STATEMENT.** Vendor certifies that he/she is duly authorized to execute a contract, that this company, corporations, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal will not be communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of the proposal. The proper also affirms that they have not given, offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract.

    ACKNOWLEDGED - ☐ **Yes** ☐ **No**

13. **SMALL PURCHASES** (2 CFR 200.320). Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (SAT). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Specifically, for multiple award catalog-based or no identifiable pricing, the District may be required to submit a request for quotation from the contracted vendors for the purpose of meeting the competitive bidding requirement of this section.

ACKNOWLEDGED - ☐ **Yes** ☐ **No**

- **LARGE PURCHASES.** *For individual purchases that exceed the Simplified Acquisition Threshold.*

1. **SIMPLIFIED ACQUISITION THRESHOLD.** Contracts for more than the Simplified Acquisition Threshold (SAT), which may be adjusted for inflation 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. In any case, contracts in excess of the state's or state agency threshold must address the foregoing. Any purchase that is over the SAT threshold will require additional cost/price analysis by the District. The supplier may be required to provide additional documentation to support this requirement based on the federal requirements at the time of the purchase.

ACKNOWLEDGED - ☐ **Yes** ☐ **No**

2. **COST ANALYSIS / NEGOTIATION OF PROFIT (2 CFR 200.323).** For contracts over the SAT, the District must negotiate profit as a separate element of the price for each contract in which there is no price competition, including solicitations that received only one viable response. In all cases, a cost analysis is to be performed by the District. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

ACKNOWLEDGED - ☐ **Yes** ☐ **No**

3. **SUPPLIER VIOLATION OR BREACH OF CONTRACT TERMS.** For contract awards valued at or greater than the SAT the District 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. The remedies under this provision are in addition to any other remedies that may be available under law or in equity.

ACKNOWLEDGED - ☐ **Yes** ☐ **No**

- **SPECIALIZED PROCUREMENTS.** *Applies only to solicitations for which specialized requirements are identified.*

1. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ACKNOWLEDGED - ☐ **Yes** ☐ **No**

2. **ENERGY POLICY AND CONSERVATION ACT** (42 U.S.C.6201). 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.

   ACKNOWLEDGED - ☐ **Yes** ☐ **No**

3. **SOLID WASTE DISPOSAL ACT.** A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

   ACKNOWLEDGED - ☐ **Yes** ☐ **No**

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

   ACKNOWLEDGED - ☐ **Yes** ☐ **No**

END OF SECTION

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they appear in the correct order.

Placement Order in Proposal	Document	Check to Indicate included in Proposal
1	*Attachment A – Proposal Form	
2	Attachment B – Vendor Questionnaire, References & Vendor Response	
3	Attachment C – Proposed Price Schedule	
4	Attachment D – Exceptions to this Solicitation	
5	*Attachment E – Felony Conviction Notice	
6	*Attachment F – Conflict of Interest Form CIQ https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf	
7	Attachment G – EDGAR Certification Requirements	
	Electronic Submissions: Upload Document(s) through Procureware (https://scucisd.procureware.com) ***OR*** ***Hard Copy Submission:*** Proposal copies should be provided as follows: One (1) Original and One (1) Electronic Copy on a Flash/Thumb Drive.	

Documents marked with an asterisk (*) on this checklist require a signature. Be sure they are signed prior to submitting proposal.