CARROLLTON-FARMERS BRANCH ISD

2022-09-030A

Fundraising Services and Products

Issue Date:	9/29/2022
Questions Deadline:	5/28/2027 05:00 PM (CT)
Response Deadline:	7/27/2027 02:00 PM (CT)

Contact Information

Contact: Daniela Penaloza, Contract Specialist
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Event Information

Number:	2022-09-030A
Title:	Fundraising Services and Products
Type:	Request for Informal Quote
Issue Date:	9/29/2022
Question Deadline:	5/28/2027 05:00 PM (CT)
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Notes:

AWARD SCHEDULE:

Awards will be made to multiple vendors on an incremental basis during the solicitation offering period. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the District, based on the criteria outlined within the request for proposal. Awards will be made throughout the open period of this solicitation and will be made upon acceptance of a proposal response.

LENGTH OF CONTRACT:

The term of this contract will be from Date of Award through September 30, 2027.

SPECIFICATIONS/SCOPE OF WORK:

The Carrollton-Farmers Branch Independent School District (CFBISD) is soliciting proposals from qualified firms to provide Fundraising Services and Products.

The following types of fundraisers will **NOT** be considered:

1. Door-to-door solicitations
2. Raffles or games of chance
3. Donation Solicitations, letter campaigns
4. Brochure donations

MINIMUM REQUIREMENTS:

1. The successful respondent must be able to send PDF quotes and accept purchase orders via e-mail.
2. Vendors shall not accept or process orders from any employee or representative of the District unless and until the vendor receives a valid Purchase Order from Carrollton-Farmers Branch ISD.
3. According to the Texas Comptroller's office, fundraising firms taking orders through brochures and sales forms are considered the actual sellers of the fundraising items and therefore, responsible for the sales taxes on the full sales price. The District, in conducting the fundraiser, acts as a representative for the fundraising firm in taking the orders and earning a commission and is not responsible for the sales taxes on these sales.

PLEASE REVIEW ATTRIBUTES FOR FURTHER INFORMATION

Billing Information

Address: Accounts Payable
P.O. Box 115186

Bid Attachments

PROPOSAL SPECIFICATIONS TEMPLATE.docx Download

Fundraising Services and Products Specifications

Requested Attachments

Brochures/Product List

Please attach any information that you would like to submit.

Bid Attributes

1	**I have downloaded and read the Proposal Specifications attachment.** ☐ Confirm *(Required: Check only one)*

2	**Notice to Proposers** Prospective respondents are prohibited from contacting any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who has influence in the evaluation or selection process. Any submission of information or documents to CFBISD (District) pursuant to this request is deemed public information by the District. CFBISD reserves the right to reject any or all proposals and to waive any informality. It is the responsibility of the vendor to monitor CFBISD's District website for any addenda regarding this request. Failure to follow any posted addenda may render your proposal non-responsive. No order is valid under an award resulting from this procurement process until a valid Purchase Order or contract for services with invoicing and/or payment instructions is issued to the vendor. ☐ Agree *(Required: Check only one)*

3	**Responsibilities of Offerors** 1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/Offeror. 2.0 Offerors are expected to provide prompt service that is due under this contract including warranties. Past performance of Offerors' may be a factor in awarding future contracts. 3.0 Offerors are expected to deliver service(s)/product(s) per specifications. 4.0 The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986. 5.0 There will be no Pre-Proposal Conference held in conjunction with this request. ☐ Agree *(Required: Check only one)*

4 Basic Description of Company and Products/Services

In addition to this description, please attach brochures and promotional material.

(Required: Maximum 4000 characters allowed)

5 Anticipated Profit Percentage

%

(Required)

6 How is this product or service marketed by the seller?

(Ex. hand-to-hand, internet, brochures)

(Required: Maximum 4000 characters allowed)

7 Product/Service Guarantee

(Required: Maximum 4000 characters allowed)

8 Support Services Provided

(Required: Maximum 4000 characters allowed)

9 Can unsold merchandize be returned to the company for credit?

☐ Yes, for partial credit. ☐ Yes, for full credit. ☐ No

(Required: Check only one)

10 Purchase Order/Quote Contact

Proposer shall provide the contact **name, phone number, and email address** of the individual that is responsible for purchase orders and quotes.

(Required: Maximum 4000 characters allowed)

11 How to Place an Order

Please provide brief description of how to place an order with your company.

(Required: Maximum 4000 characters allowed)

12 Company Website

Please provide your company's website address. This should be a page that describes the products/services matching this solicitation.

(Required: Enter URL)

13 Freight Charges

Please select if you are providing CFBISD with Free Freight on all orders or Pre-Paid and Add (Invoice)

☐ Free Freight (FF) ☐ Pre-Pay and Add (Invoice)

(Required: Check only one)

14 Accept Purchase Orders

Does your company accept PO's and take payment on NET30 terms to allow CFBISD to pay with a check after the service or product is delivered?

☐ YES ☐ NO

(Required: Check only one)

15 Return Policy

Please state your return policy on items purchased under this solicitation.

(Required: Maximum 4000 characters allowed)

16 **Payment/Remittance Information**

Proposer shall provide the following information: contact name, email address, phone number, and full remit address.

(Required: Maximum 4000 characters allowed)

17 **Diversity Classification**

Please indicate if your company is currently a Minority-Owned, Woman Owned, or Historically Underutilized Business. If your company holds none of these, please indicate by selecting NONE.

☐ MBE ☐ WBE ☐ SBE ☐ HUB ☐ NONE

(Required: Check only one)

18 **Reference #1**

The proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. Include the entity name, phone number, contact person, and email address. It is recommended that the proposer use school districts or other local governmental agencies equal to CFBISD in size and structure, if possible.

Please include the following: entity name, contact name, email address, phone number, and physical address.

(Required: Maximum 4000 characters allowed)

19 **Reference #2**

The proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. Include the entity name, phone number, contact person, and email address. It is recommended that the proposer use school districts or other local governmental agencies equal to CFBISD in size and structure, if possible.

Please include the following: entity name, contact name, email address, phone number, and physical address.

(Required: Maximum 4000 characters allowed)

20

Reference #3

The proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. Include the entity name, phone number, contact person, and email address. It is recommended that the proposer use school districts or other local governmental agencies equal to CFBISD in size and structure, if possible.

Please include the following: entity name, contact name, email address, phone number, and physical address.

(Required: Maximum 4000 characters allowed)

21

Indemnification and Hold Harmless

Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold CFBISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

☐ I affirm.

(Required: Check if applicable)

22

Affidavit of Authority and Non-collusion

I affirm I am of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the Proposal to submit the attached Proposal. Affiant further states that the proposer has not been a party to any collusion among Proposals/proposers in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from proposing; or with any state official, District employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Proposals/proposers and any state official, District employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

☐ I affirm ☐ I do not affirm

(Required: Check only one)

23

Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any of the District's employees?

Visit https://www.ethics.state.tx.us/ to complete the conflict of interest questionnaire
Visit https://www.cfbisd.edu/about-us/board-of-trustees to see Board of Trustees

☐ Yes ☐ No

(Required: Check only one)

24 **Boycott Israel Certification**

Pursuant to Texas Government Code, Chapter 2270, as amended, if Contractor is a for-profit organization, 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 those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.

If not exempt from this requirement, please certify that:
1. Your company does not boycott Israel currently; and
2. Will not boycott Israel during the term of any contract with CFBISD

☐ Certify ☐ Do Not Certify ☐ Exempt - Company is a Sole Proprietorship

☐ Exempt - Company employs < 10 full time employees

(Required: Check only one)

25 **Texas Comptroller Divestment Statute Listing Certification**

The Proposer verifies that neither the company, nor any subsidiaries, nor entities under common control, are included in or identified on a list maintained by the Texas Comptroller's Office as a "terrorist organization". This list is identified as the Texas Comptroller Divestment List, which complies with the following Texas Government Codes:

The Texas Comptroller of Public Accounts provides the following divestment lists in connection with Tex. Govt. Code 808.051(HB 89, 85th R.S.), Tex. Govt. Code 2252.153(SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209(SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152(SB 252, 85th R.S.) and Tex. Govt. Code 2270.002(HB 89, 85th R.S.).

- Companies that Boycott Israel (PDF) — *Updated May 2019*
- Scrutinized Companies with ties to Sudan (PDF)— *Updated October 3, 2019*
- Scrutinized Companies with ties to Iran (PDF)— *Updated October 3, 2019*
- Designated Foreign Terrorist Organizations (PDF) — *Updated March 2019*
- Scrutinized Companies with ties to Foreign Terrorist Organizations (PDF)
- FAQ for Investing Entities (PDF)

- These lists are viewable from the following link: https://comptroller.texas.gov/purchasing/publications/divestment.php

☐ Certify ☐ Do Not Certify ☐ Exempt - < 10 Full Time Employees ☐ Exempt - Contract < $100K

(Required: Check only one)

26 **Abortion Provider Non-Affiliation Certification**

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

☐ Certify ☐ Do Not Certify

(Required: Check only one)

27 **Chapter 809 (VERIFICATION) DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES**

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by adding Chapter 2274, (TX SB13 | 2021-2022 | 87th Legislature), if Contractor is a for-profit sole proprietorship, organization, 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 those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.
If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Carrollton-Farmers Branch I.S.D. that the Company:

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Carrollton-Farmers Branch I.S.D. that the Company:

1. Does not boycott energy companies; and
2. will not boycott energy companies during the term of the contract (if any) between the above-named Company, business or individual with the Carrollton-Farmers Branch Independent School District

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 1.A.8.809 and Section 2.F.10.2274:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company:
   (A) invests in or assists in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy; or
   (B) does business with a company described by Paragraph (A).
2. "Listed company" means a company listed by the comptroller under Section 809.051.
3. "Company" means a for-profit organization, 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 those entities or associations that exists to make a profit.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE CARROLLTON-FARMERS BRANCH I.S.D., ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON CARROLLTON-FARMERS BRANCH I.S.D.'S RELIANCE ON THIS VERIFICATION.

Effective September 1, 2021

☐ Certify ☐ Do Not Certify ☐ Exempt - Company is a Sole Proprietorship

☐ Exempt - Company employs < 10 full time employees

(Required: Check only one)

28 **Does Not Discriminate Against FIREARM and AMMUNITION Industries**

Pursuant to Texas Government Code, Chapter 2274, as amended, if Contractor is a for-profit organization, 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 those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Carrollton-Farmers Branch I.S.D. that the Company:

1. Does not Discriminate Against the Firearm and Ammunition Industries and;
2. Will not Discriminate Against Firearm and Ammunition Industries during the term of the contract (if any) between the above-named Company, business or individual with the Carrollton-Farmers Branch Independent School District.

This statement will also be included in any contract that may result from this procurement.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE CARROLLTON-FARMERS BRANCH I.S.D., ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON CARROLLTON-FARMERS BRANCH I.S.D.'S RELIANCE ON THIS VERIFICATION.

Effective Sept. 1, 2021

☐ Certify ☐ Do Not Certify ☐ Exempt - Company is a Sole Proprietorship

☐ Exempt - Company employs < 10 full time employees

(Required: Check only one)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

Thank you for your proposal! Tammy L Craig Director of Purchasing Carrollton-Farmers Branch ISD

Print Name

Signature