



San Antonio ISD
 Procurement Services
 1270 W. Summit Ave
 San Antonio Texas, 78201
 Phone: 210-354-9060 Fax: 210-228-3174
 Business Hours: 8:00 AM – 4:30 PM (CST)
 Email: lalcoser1@saisd.net

Issue Date: Fri., December 8, 2023
 Page: 1 of 36 Pages

RFP 23-046 (LC)
(Request for Proposal)

This Proposal is a firm offer that shall be irrevocable and valid for 120 calendar days from the opening date.

All PRICES - F.O.B. DESTINATION - SHIPPING & HANDLING CHARGES PREPAID.

Opening Date and Time: Friday, January 5, 2024, at 2:00PM(CT)

The San Antonio Independent School District (SAISD) requests interested parties to submit proposals for “RFP 23-046 (LC) “Audio Video Support and Scenic Production.” This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the district.

INSURANCE REQUIREMENTS: “Reference SAISD General Terms and Conditions, Item #60 for Insurance Requirements”

OPENING DATE AND TIME: The submission must be uploaded to the Bonfire Portal <https://saisd.bonfirehub.com/portal> submitted and finalized prior to the opening date and time of **Friday, January 5, 2024, at 2:00PM(CT)**. We strongly recommend that you give yourself sufficient time and at least ONE (1) hour before the deadline to begin the uploading process and to finalize your submission. If you experience technical difficulty when uploading your submission in Bonfire, please call Bonfire at 1-800-354-8010 ext. 2 for assistance. **Opening will be hosted in person at the address and location listed above. Proposals will be publicly opened, offerors identified, and prices WILL NOT be disclosed until after evaluation and award.**

CONTRACT TERM: The contract shall be valid for three (3) years from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions, and pricing if mutually agreeable by both parties. Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

VENDOR QUESTIONS: All questions regarding this Request for Proposals must be addressed in written format through the Bonfire portal, <https://saisd.bonfirehub.com/portal> no later than **Tuesday, December 12, 2023 @ 12:00 pm CST**. Response to questions will be issued in the form of an addendum and posted for viewing in the Bonfire Portal no later than **Friday, December 15, 2023**

The attached “Procurement Services General Terms & Conditions” are an integral part of this solicitation. Note: Exceptions to the District’s terms and conditions may be grounds for disqualification due to non-responsiveness.

PROPOSER ACKNOWLEDGEMENT

Name and Address of Bidder/Proposer: **(Please Print)**

Company Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

Telephone# (800 # if available): _____

Fax #: _____

BIDDER/PROPOSER AUTHORIZED TO SIGN:

Print Name: _____

Title: _____

Signature: _____ Date _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Print Name & Title: Lisa Carrillo, Contract Administrator

Signature/Date Signed: _____

FOR SAISD OFFICE USE ONLY - NOTIFICATION OF AWARD – DO NOT SHIP UNTIL PURCHASE ORDER IS RECEIVED

ITEMS AWARDED: Audio Video Support and Scenic Production BOARD APPROVED: _____ TOTAL AMOUNT: TBD

NOTE: Vendor award may be based upon the lowest responsive bid, however, the District reserves the right to award based upon the Best Value in accordance with the State of Texas procurement guidelines.

NON-CONFORMING TERMS & CONDITIONS – Proposer’s submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If price, quality or delivery is affected, the bid/proposal will be deemed “non-responsive”. The District’s General and Special Terms and Conditions and Statement of Work (SOW)/Specifications will take precedence over the Bidder/Proposer’s boilerplate conditions. The Offeror’s “binder”, cover letter, and/or standard statement of work, template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW)/Specifications of the District’s solicitation document (RFP, IFB, RFO, RFQ, etc.) take precedence.

The District reserves the right to accept or reject any and all statements in whole or part of any or to discuss/negotiate separately in any manner necessary. Due to District’s ongoing construction projects and restructuring i.e. closure, realignment, relocation etc., service requirements are subject to change.

Receipt and Opening of Bids

Bids (i.e., Bidders from IFBs) will be publicly opened, Bidders identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified.

Proposals (i.e., Offers from RFPs and RFQs) will be opened by SAISD in a non-public forum. Names of Offerors and prices will NOT be disclosed until after evaluation and award.

All Bidders received in response to solicitation documents (IFBs, RFPs, RFQs, etc.) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.

Prohibited Communications – “During Blackout Period”

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any SAISD Board members, district employees and any contractor involved in any step in the procurement process about the affected procurement. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the General Terms and Conditions listed in the solicitation (provided below). All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation and end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

General Terms & Conditions, “Contact with SAISD” – Bidder/Offeror/Proposer/Vendor will direct **all** questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD’s Director of Procurement Services. Bidder/Offeror/Proposer/Vendor or agents will have **no direct contact** with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD’s Director of Procurement Services prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.

SUBMITTAL INSTRUCTIONS: Vendor submittals must be uploaded as separate, signed .pdf/xls. files using the following structure: Proposal Acknowledgement, Company Information Sheet, Representation and Certification, Edgar Compliance, HB 89, SB 252 Verification Form, Out of State Certification, Conflict of Interest Questionnaire (CIQ), Vendor Data Confidentiality Agreement Form, SWMBE Program Identification, Supporting documentation for Special Requirements, Addenda (if applicable) and Pricing Sheet. Responses not submitted as specified above may be deemed “non-responsive”.

MANDATORY FORMS:

Proposers must provide the information requested in the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

Proposal Acknowledgement.....	pg. 1
Statement of Work.....	pg. 4
Evaluation Criteria.....	pg. 5
Company Information Sheet.....	pg. 7
Representation and Certification.....	pgs. 8-10
EDGAR Certification.....	pgs. 11-14
HB 89.....	pg. 15
SB 252 Verification Form	pg. 16
Out of State Certification.....	pg. 17
Conflict of Interest Questionnaire (CIQ).....	pgs. 18-19
SWMBE Program Identification Form.....	pgs. 20-23
Independent Contractor Criminal Background Statement.....	pg. 24
Vendor Data Confidentiality Agreement Form.....	pg. 25-26
Procurement Services - General Terms & Conditions	pgs. 27-36
REFERENCES	pg. 7
Proposers must provide the information requested on the Company Information Sheet.	
Pricing Sheet	Excel Spreadsheet
Supporting documentation for Special Requirement	pg. 4
Addenda (s)	If applicable

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

Introduction

The San Antonio Independent School District is seeking qualified vendors to provide “Audio Video Support and Scenic Production” that will meet the needs of the District. This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal’s content or exclude any relevant or essential data. Vendors are at liberty and are encouraged to expand upon the specifications to evidence product capabilities.

Background

The San Antonio ISD (the “District”) is a large urban school district (K-12) with approximately 45,000 students and is the third largest public school system in the Bexar County area. The District provides a comprehensive instructional program and related services for students from pre-kindergarten through 12th grade, including a College Preparatory Curriculum, Magnet Programs and Specialized Schools as options for Middle and High School students, Career and Technology Education, Bilingual Education, Special Education, and variety extracurricular opportunities.

All selected proposals will be contingent upon available funds.

Statement of Work

SAISD is requesting that the firm selected to provide audio/video support and scenic production at District graduation ceremonies. The firm will be expected to meet the requirements and provide the services below:

1. Vendor support required at various locations for San Antonio ISD high school graduation ceremonies. Utilize existing infrastructure at work sites and provide equipment and service support for audio, video and scenic areas.
 - The list may not be all-inclusive and is subject to change on an annual basis. SAISD has conducted graduation ceremonies at the following locations: Alamodome, Freeman Coliseum, Municipal Auditorium, Alamo Stadium Complex and Alamo Convocation Center
2. Audio/video equipment would include speakers, wireless microphones, audio mixer, wireless intercom system, lights, cables, backup generator and other associated accessories. Scenic equipment would include stage, ramps, steps, skirting, pipe and drape, video wall, large video screens, projectors, chairs, photography platform risers, outdoor cooling fans, podium, prop of graduation year number, banner and other associated accessories.
3. Manage audio/video/scenic support equipment to ensure a clean, quality show.
4. Provide personnel to support SAISD staff in audio/video/scenic production throughout the duration of the district’s graduation season.

Special Requirements

5. Vendor must submit documentation to support a minimum of 10 years of experience as a professional audio/visual production business, and/or professional scenic business.

Evaluation Criteria

It is the intent of the District to award this RFP based on the Best Overall Value to the District and the determination of responsibility or non-responsibility of Proposer as the law allows. Each Proposer shall furnish to the SAISD, all such information and data requested by the SAISD to help in determining the Proposer's qualifications and responsibility. The District reserves the right to negotiate separately with any Proposer(s) in any manner necessary to serve the interests of the District.

All prospective Proposers are advised no contract will be created between the District and a prospective Proposer simply by virtue of said Proposer's submission of the lowest responsible proposal, or submission of the lowest priced proposal. The District expressly retains its authority and ability to select and/or reject all proposals. The District shall evaluate and consider all proposals based on a combination of factors, including price and other factors in determining which proposal provides the best overall value to the District. The District must consider any of the following in determining to whom to award a contract.

Evaluation and Selection Process

San Antonio ISD will conduct a comprehensive evaluation of all submissions received in response to this RFP. The Owner will appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness, qualifications under the RFP and Respondent's proposed plan. At that time, negotiations will be conducted, and a contract will be executed.

Proposer(s) scoring highest based upon the Evaluation Criteria will be selected to participate in this final analysis of proposals. Qualifications and suitability of the proposed service and not price alone shall be considered in the acceptance of proposals. The District will award a contract based upon best value as determined by a combination of price and evaluation criteria.

SAISD may request a written interpretation from a Proposer of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation and may act upon such written interpretation.

SAISD shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required documents; to reject a proposal, which is in any way incomplete, irregular, or nonconforming; or to reject a proposal, which may otherwise be legally rejected for any reason. SAISD may waive any informality in any proposal to the fullest extent permitted by applicable law.

The contents of the proposal submitted by the successful Proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Proposer will be expected to sign a contract with the District.

Best Value Incentives

In this section you should list any best value incentives you can offer SAISD. Examples of incentives would be to include as part of the proposal, additional services at no additional cost, reduced costs in subsequent years, etc. These incentives must be clearly enumerated in your response. The response must provide a description of each incentive indicating particulars such as amounts, times, etc.

The Proposer must include a summary in this section of all Best Value Incentives being offered along with Proposer's cost and the cost to SAISD, if any. This information may be used in determining award of this RFP. Please see the example summary below for one sample type incentive.

Example of a Best Value Incentive Summary

Incentives	Proposer's Cost	SAISD Cost
Additional Services	\$ 10,000.00	\$ -

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In those instances in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

General Terms & Conditions, “Contact with SAISD” – Bidder/Offeror/Proposer/Vendor will direct all questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD's Director of Procurement Services. Bidder/Offeror/Proposer/Vendor or agents will have no direct contact with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD's Director of Procurement Services prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.

COMPANY INFORMATION

Please provide an e-mail address and/or fax number and point of contact (POC). Awarded Bidders are solely responsible for notifying the Procurement Services Department, Contract Management Section, 210-354-9060 ext: 52500 of any changes.

Company Name/DBA: _____ EIN/SSN: _____
POC: _____ Telephone Number: _____
E-mail: _____ Fax Number: _____

REFERENCES

Bidder must submit three (3) Non-SAISD references for which your firm has provided similar products/services within the last three (3) years. Please include Company Name, Name of Contact Person and Telephone Number.

Failure to provide references as requested may cause Bid to be deemed non-responsive.

1. **Company Name** _____
Company Address _____
Point of Contact _____
Phone Number _____
Length of Relationship _____
E-mail Address _____

2. **Company Name** _____
Company Address _____
Point of Contact _____
Phone Number _____
Length of Relationship _____
E-mail Address _____

3. **Company Name** _____
Company Address _____
Point of Contact _____
Phone Number _____
Length of Relationship _____
E-mail Address _____



Representation and Certification Form

By submitting this offer, the Vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

- A. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled “**Debarment and Suspension.**” Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. 'Covered transactions' include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 CFR section 180.220 of the Government-wide Non-Procurement Debarment and Suspension Guidance contains those additional limited circumstances. All non-procurement transactions (i.e., sub-awards to sub-recipients), irrespective of award amount, are considered covered transactions.
- B. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, “**Notification of Criminal History**”, a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/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." Subsection (c) this notice is not required of a publicly held corporation. “Criminal Background Checks/Searches”: Bidder/Proposer represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with Texas Education Code Chapter 22.

Check one:

1. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
2. My firm is not owned nor operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s): _____

- C. “**Non-Collusion Statement**” and “Anti-Lobbying Certification”: "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (An agreement between two or more persons to deceive the school district or defraud the school district of its rights) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company’s officers, employees, or agents to lobby, directly or indirectly, with the San Antonio Independent School District Board of Trustees between bid/proposal submission date and award by the Board.
- D. “**Conflict of Interest**”: (1) Neither an officer, agent, employee, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor (if the vendor is a sole proprietorship) is an SAISD employee or related by consanguinity (second degree) or marriage (first degree) to an SAISD employee.
(2) Neither an officer, agent, employee, affiliate, subsidiary, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor itself has a conflict of interest in the performance of its contract with SAISD. Note: as used here, “conflict of interest” means a vendor (including its affiliates and subsidiaries) has an interest (financial or otherwise) that is inconsistent with its contractual obligations to SAISD, or the vendor’s officer’s, agent’s, employee’s, or stockholder’s personal interests are contrary or inconsistent with the vendor’s contractual obligations to SAISD.
(3) Vendor has timely submitted the required conflict of interest questionnaire (CIQ) in compliance with Chapter 176 of the Local Gov’t Code and SAISD mandates. Note: Texas law requires vendors to file a CIQ adopted by the Texas Ethics Commission not later than the seventh business day after the date that the vendor: (i) begins discussions or negotiations to enter into a contract with SAISD; (ii) submits to SAISD an application, response to a request for proposals or bids, correspondence, or another writing related

to a potential contract with SAISD; or (iii) the date the person becomes aware of an employment or other business relationship with a SAISD officer, or a family member of the officer, or that the person has given one or more gifts to an SAISD officer of the District, or a family member of the officer. A vendor is further mandated by SAISD to file a CIQ thirty days before the vendor's contract term expires and a renewal is considered by SAISD. **Failure to timely file the CIQ will disqualify the vendor from being awarded a contract or having its contract renewed.** See SAISD Board Policy CHE (LEGAL) and the Texas Ethics Commission for additional information on the filing of a CIQ. ***Please complete the Conflict of Interest Questionnaire along with all other required documents to accompany bid/proposal submittal if applicable.***

- E. Bidder/Proposer agrees to any Special **Terms & Conditions** (if applicable) of this bid/proposal and in case of conflict with other documents provided by Bidder/Proposer, these Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.
- F. **“Insurance, and Bonds”**: Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. SAISD may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.
- G. **“House Bill 89 (HB 89)”**, Israel Boycott Prohibition Form: Under Texas law, this transaction requires the vendor to complete and return the enclosed verification form verifying that the vendor does not and will not boycott the State of Israel during the term of this transaction. This transaction cannot be completed without the return of a fully executed verification form.
- H. **“House Bill 1295”** Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission's online filing application, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, printed out, signed, and notarized. San Antonio Independent School District (SAISD) is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits SAISD from executing a Board or Superintendent approved contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to SAISD. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.
Once a contract has been awarded, all notarized HB 1295 forms shall be mailed to 1270 W. Summit Ave., Suite #1004, San Antonio, TX 78201. Attn: Contract Management.
- I. **“Senate Bill 252 (SB 252)”** updates state contracting law to prohibit governmental entities from contracting with companies engaged in business with Iran, or designated foreign terrorist organizations. This transaction requires the vendor to complete and return the enclosed verification form verifying that Contract is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S Secretary of State This transaction cannot be completed without the return of a fully executed verification form.

	Representation and Certification Description	YES, I agree	Initial
A.	Debarment and Suspension		
B.	Notification of Criminal History		
C.	Non-Collusion Statement		
D.	Conflict of Interest		
E.	Terms & Conditions		
F.	Insurance and Bonds		
G.	House Bill 89 "Israel Boycott Prohibition Form		
H.	House Bill 1295 "Disclosure of Interested Parties		
I.	Senate Bill 252		

Vendor agrees to comply with all Federal, State, and Local Laws, Rules, Regulations, and Ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: _____

Authorized Signature: _____

Title: _____

Address: _____

City, State, Zip Code: _____

DUNS #: _____

CAGE#: _____

SOLICITATION TITLE#: _____

This must be completed, signed, and returned with your submittal.





EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

(ALL PAGES MUST BE COMPLETED AND TURNED IN WITH PROPOSAL)

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

SAISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. The following certifications and provisions are required and apply when SAISD expends federal funds for any contract resulting from this procurement process.

Pursuant to [2 C.F.R. § 200.326](#), all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of [Appendix II to Part 200](#), as applicable.

A.) Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. When SAISD expends federal funds, SAISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

B.) Termination for Cause or Convenience by the Grantee or Subgrantee including the Manner by which it will be affected and the basis for settlement:

SAISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SAISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if SAISD believes, in its sole discretion that it is in the best interest of SAISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by SAISD as of the termination date if the contract is terminated for convenience of SAISD. Any award under this procurement process is not exclusive and SAISD reserves the right to purchase goods and services from other vendors when it is in SAISD's best interest.

C.) Termination for Non-Appropriation of Funds for Multi-Year or Multiple-Year Contracts:

Performance by SAISD under the Contract for years subsequent to the current may be dependent upon the appropriation and allotment of funds by the State of Texas Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grants awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

D.) Equal Employment Opportunity:

Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." When SAISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

E.) Davis-Bacon Act (Amended (40 U.S.C. 3141-3148):

When required by Federal program legislation, all prime construction contracts in the excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act \(40 U.S.C. 3141-3144, and 3146-3148\)](#) as

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

F.) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by SAISD resulting from this procurement process

G.) Right to Inventions Made Under a Contract or Agreement:

If the Federal award meets the definition of "funding agreement" under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements.

H.) Clean Air Act (42 U.S.C. 7401-7671q.) & Federal Water Pollution Control Act (33 U.S.C 251-1387)

Contracts and subgrants of amounts in the excess of \$150,000 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).

I.) Debarment and Suspension (Executive Orders 12549 and 12689):

A contract award (see [2 CFR 180.220](#)) must be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p.189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J.) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(1) The vendor certifies that during the term and after the awarded term of an award for all contracts by SAISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)). The undersigned further certifies that:

(2) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

K.) § 200.323 Procurement of Recovered Materials:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L.) § 200.216 Ban on Foreign Telecommunications:

Federal grant funds may not be used to purchase equipment, services or systems that uses, "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered Telecommunications" means: purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities. Video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

M.) § 200.322 Domestic Preferences for Procurements:

(1) Expands applicability of "Buy America" initiative to all agencies (2) The addition of [2 CFR 200.322](#) encourages Federal award recipients, if appropriate and to the extent permitted by law, to utilize goods, products, and materials provided in the United States (uses the term "should" vs. "must").

N.) Record Retention Requirements for Federally Funded Contracts:

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.

O.) Certification of Compliance with EPA Regulations applicable to Grants, Subgrants, Cooperative Agreements, and Contracts in Excess of \$150, 000 of Federal Funds:

When federal funds are expended by SAISD, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$150,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

P.) Certification of Compliance with the Energy Policy and Conservation Act:

Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Contracts and subgrants of amounts in the excess of \$150,000 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).

Q.) Certification of Access to Records 2 C.F.R. § 200.336:

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

R.) Certification of Compliance with Texas Family Code

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan, or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgment.

Vendor agrees to comply with all Federal, State, and Local Laws, Rules, Regulations, and Ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: _____

Authorized Signature: _____

Title: _____

Address: _____

City, State, Zip Code: _____

DUNS #: _____

CAGE#: _____

SOLICITATION TITLE#: _____



Revised 3/8/2023

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

HB 89

Verification of Vendor

(TX Gov't Code § 2270.001)

(Included in All Applicable District Contracts for Goods and/or Services)

This Verification of Vendor is included in all contracts entered into by the San Antonio Independent School District, and its campuses and departments, for goods and/or services, as required by Section 2270.001 of the Texas Government Code.

The District is prohibited from entering into a contract with a company¹ for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel² and (2) will not boycott Israel during the term of the contract.

Accordingly, please complete the following verification, which is hereby incorporated by reference into the contract for goods and/or services with the San Antonio Independent School District:

VERIFICATION

I hereby verify on behalf of _____ that I am authorized to make this verification on the company's behalf and so verify that the company does not boycott Israel and that it will not boycott Israel during the term of its contract with the San Antonio Independent School District for goods and/or services.

Signature of Verifier

Printed Name of Verifier

Title of Verifier

Date of Verification

This document no longer has to be notarized.

¹ "Company" means 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 exist to make a profit.

² "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.



SB 252 Verification Form

I, the undersigned vendor, do hereby certify and verify that Contract is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S Secretary of State.

The undersigned verifies that: _____
(Insert Company Name Here)

1. does not have contracts; or
2. provide supplies or services to Foreign Terrorist Organizations

Dated this _____ day of _____, 20__.

Signature of Company Representative

Printed name of Company Representative

Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

Company Name (Please Print)

I certify that my company qualifies as a “**Nonresident Proposer**”
(NOTE: You must furnish the following information:)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

- Yes
 No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

COMPLETE AS INDICATED

NO CONFLICT – Line 1: Company Name; Line 3: None; Line 7: Sign and Date

CONFLICT – Line 1: Company Name; Lines 2, 3, 4, 5, & 6: Answer Question; Line 7: Sign and Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICEUSEONLY</p> <hr/> <p>Date Received</p>
<p>1] Name of vendor who has a business relationship with local governmental entity.</p>	
<p>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.)</p>	
<p>3] Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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 FormCIQ as necessary.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 100px;">Yes No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 100px;">Yes No</p>	
<p>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.</p>	
<p>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).</p>	
<p>7]</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>	

INFORMATION PAGE CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code §176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) A transaction that is subject or federal regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity.
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1):

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A).

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a).

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer

INSTRUCTIONS TO PROPOSERS

**SMALL, WOMEN, AND MINORITY BUSINESS ENTERPRISES
(SWMBE) PROGRAM IDENTIFICATION FORM**

The San Antonio ISD promotes, to the maximum extent allowed by law, participation by SWMBE in all District competitive procurement. Are you a qualified SWMBE?

Check one: _____Yes _____No

Type of Certification: _____

(i.e., Women-Owned Business, Historically Underutilized Business (HUB), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VBE), Disadvantaged Business Enterprise (DBE), African American Business Enterprise (AABE), Hispanic American Business Enterprise (HABE), Asian American Business Enterprise (ABE), Native American Business Enterprise (NABE), Disabled Individual Business Enterprise (DIBE), Emerging Small Business Entity (ESBE))

Certified by: _____

****Proof of certification must be included with your submittal.***

SWMBE Business Diversity Program Identification

The successful Proposer will be required to submit all information required on Form SWMBE-1, “SMALL, WOMEN, AND MINORITY BUSINESS ENTERPRISES (SWMBE) Program Identification,” a copy of which is included in the Contract Documents, concurrently with all required completed contract forms. The successful Proposer shall list and identify on Form SWMBE-1 (i) all Subcontractors who satisfy the definition of small, women, minority, disabled, veteran business enterprises, and other socially or economically disadvantaged business enterprises, (ii) all contracts/purchase orders for services, supplies and materials with vendors who meet the definition of a SWMBE, and (iii) the percentage amount of each such subcontract, contract and/or purchase order.

SWMBE Business Diversity Program Monitoring and Tracking

The successful Proposer will be required to report all SWMBE information required by the District to satisfy SWMBE participation goals. The SWMBE firm(s) listed on the SWMBE Program Identification form, SWMBE-1 submitted with your proposal. SAISD Procurement Services will monitor participation utilizing the B2G Now Contract Compliance online monthly utilization reporting program. You will be notified monthly by email, mail, or phone of the need to verify your actual SWBE utilization. To access the SWMBE contract monitoring and tracking system go to <https://saisd.smwbe.com/> in your internet browser address line. The successful proposer is required to review, maintain, and update contact information in the monitoring system for reporting accuracy. An initial meeting with successful proposer(s) shall be required on how to access the tracking system and review how your SWMBE utilization plan will be successful in striving for the 20% SWMBE participation goal. Proposer(s) will be accountable for achieving SWMBE participation goals and will be notified by email, mail, or phone on compliance responsibilities and status of not meeting goals. Compliance notices may require a follow-up meeting, and/or participation verification through submittal request of updated SWMBE utilization form. **Failure to carry out these requirements, comply with compliance notices, and justly demonstrate documented proof of good faith efforts to increase participation and/or secure SWMBE subcontractors is constituted as a material breach of contract, which may result in the termination of the successful proposer(s) contract or other such remedy as SAISD deems appropriate.**

As required in the Instructions to Proposers, the undersigned, as the successful Proposer on the above referenced Project for the San Antonio Independent School District, hereby submits the following list of all SWMBE Subcontractors, all purchase contracts and/or purchase orders with SWMBE vendors for services, supplies and materials, and the amount of such subcontracts and purchase contracts/purchase orders. The successful Proposer will submit completed this Form. The minimum participation achievement requirement is at least 20 percent of the total dollar value of awarded contracts to certified SWMBE Enterprises.

NAME/ADDRESS OF SUBCONTRACTOR/ VENDOR	SWMBE/HUB CERTIFICATION #	DESCRIPTION OF SERVICE OR SUPPLIES	CONTRACT %
		TOTAL:	%

(ATTACH ADDITIONAL SHEETS AS NECESSARY)

Identify listings and directories used to identify and solicit qualified SWMBE participation.

List any solicitations or other efforts to obtain SWMBE referrals.

List any advertising mediums used for soliciting bids/proposals from SWMBEs.

Describe other efforts by the Offeror to promote and involve SWMBEs as part of its proposal.

Identify strategies, listings and directories to be used to identify and solicit qualified SWMBE participation.

List the advertising mediums to be used for soliciting bids/proposals from SWMBEs.

Describe other proposed efforts by the Offeror to promote and involve SWMBEs in the bid/proposal process.

***Please attach a copy of your company's SWMBE policy, HUB policy, or similar policy with the purpose of promoting equal business opportunities for economically disadvantaged individuals (if applicable).**

Name of Contractor/Vendor: _____

Signature: _____

Name (Print): _____

Title: _____

Small, Women, Minority Business Enterprise (SWMBE)

General Provisions:

A Small, Women, Minority, Disadvantaged Business Enterprise (DBE) shall be defined as (a) a business enterprise formed for profit which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals, (b) a sole proprietorship created for the purpose of making a profit that is one hundred percent (100%) owned, operated, and controlled by a socially and economically disadvantaged individual; (c) a partnership formed for the purpose of making a profit in which at least fifty-one percent (51%) of the assets and interest in the partnership is owned by one or more socially and economically disadvantaged individuals; and (d) a joint venture in which each entity in the joint venture is a Disadvantaged Business Enterprise: provided in all cases, that the management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Historically Underutilized Business" is an entity with its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman who reside in Texas and have a proportionate interest and actively participate in the control, operation, and management of the entity's business affairs.

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged.

Per Board Policy CH (LOCAL); The program is not limited to small, women, and minority business enterprises, but may include veteran, disabled, and other socially or economically disadvantaged businesses, all collectively referred to as "SWMBEs" or "SWMBE".

Definitions:

Black Americans: Includes persons having origins in any of the Black racial group of Africa.

Hispanic Americans: Includes persons of Mexican, Puerto Rican, Central or South American, or other Spanish culture or origin, regardless of race

Native Americans: Includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians

Asian-Pacific Americans: Includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific, and the Northern Marianas

Asian-Indian Americans: Includes persons whose origins are from India, Pakistan, and Bangladesh

**Instructions to School District Vendors Regarding Criminal History Background Searches
Under Senate Bill 9**

Senate Bill 9 directs school district contractors/subcontractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT).

The vendor point of contact will be responsible to contact Procurement Services for additional information. Please call (210) 354-9060 ext: 52504

Name of Contractor/Vendor: _____

Signature: _____

Name (Print): _____

Title: _____

**San Antonio Independent School District
Vendor Data Confidentiality Agreement Form**

_____ (hereinafter referred to as “Vendor”), has requested data from the District database (hereinafter referred to as “District data” or “data”) maintained by San Antonio Independent School District (hereinafter referred to as “SAISD” or “District”). Vendor has or intends to enter into a contract/ license/ other agreement (“Contract”) with SAISD to provide services to SAISD. Vendor has requested or intends to request access to data for the purpose of providing the services specified in the Contract. SAISD has agreed or intends to provide the requested data, provided that Vendor agrees to comply with the terms and conditions set forth in this Confidentiality Agreement. **THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL OF VENDOR’S TERMS AND CONDITIONS TO THE CONTRARY REGARDING THE FOLLOWING DESCRIBED “APPLICABLE DATA.”**

Applicable Data

This agreement applies to Student data, Financial data, Payroll data, Demographic data, and any or all other data that Vendor has accessed or received from the District. Vendor hereby agrees that it will use the District data solely for the purpose of providing the services specified in the Contract with SAISD.

Student Data in Particular

SAISD will provide student data that may contain personally identifiable information from an education record of a student to Vendor pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g (b)(1)(F), and regulations issued under FERPA, 34 C.F.R. § 99.31 (a)(6). Vendor agrees that it will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g(b)(1)(F), 34C.F.R. §99.31(a)(6), and the terms of this Confidentiality Agreement.

For purposes of this Confidentiality Agreement, the term “personally identifiable information from an education record” may include, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or the student’s family; (d) a personal identifier such as the student’s social security number or other student number; (e) information about a group of students that contains five (5) or fewer students; (e) a list of personal characteristics that would make the student’s identity known or easily traceable; and (f) any other information that would make the student’s identity known or easily traceable.

Vendor agrees that it will maintain the confidentiality of personally identifiable student information contained in the District data at all times and will keep the data in a secure location. Vendor shall restrict access to personally identifiable student information to only those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by students or parents of students whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of student data to Vendor and to take legal action against the vendor for damages or other relief.

Financial, Payroll, Employee, Vendor, Demographic, or other District Data in Particular

For purposes of this Confidentiality Agreement, the terms “Financial, Payroll, Employee, Vendor, Demographic, or other District data”, includes but is not limited to, data that includes employee or vendor names; employee identification numbers; federal identification numbers; social security numbers; and/or vendor or employee home or work addresses, phone numbers, birthdates, job titles, pay amounts, email addresses, bank account numbers, bank routing numbers, and/or check numbers. Vendor agrees that he/she will maintain the confidentiality of all District data contained in the District records Vendor receives or obtains access to at all times and will keep the District data in a secure location. Vendor shall restrict access to all data contained in the District records to those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by affected employees and/or vendors whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of any or all data including employee, vendor or any other District data previously made accessible to Vendor.

Other Terms and Conditions

Vendor agrees to keep secret any District system information, including all documentation, database or table descriptions, data schema, diagrams, and other materials containing any portion of the District data structures or other District system specifications.

Vendor agrees to provide newly-generated or collected data (such as assessment scores, student course selections, payroll data, employee attendance data, or other data) to the Office of Technology and Management Information Services in a mutually agreeable format using secure file transfer protocols. Vendor agrees that it will not release or disclose any of the District data in any manner except as expressly described in this Confidentiality Agreement, unless Vendor has received prior written authorization from the District. Should there be a breach of confidentiality by Vendor and a release of District data (including but not limited to personally identifiable student data) to any third party

not a party to this agreement, Vendor hereby agrees to provide immediate notification services to the appropriate parties at its sole expense, including but not limited to, providing notice to the District, the affected student, the parents of the affected student, the affected employee, and/or the affected vendor regarding the release of confidential data that has occurred. Furthermore, Vendor will promptly indemnify, defend, and hold harmless District, its present and future officers, employees and agents, from and against all claims, suits, demands, damages, losses, judgments, fines and costs, including reasonable attorney's fees and court costs, made against District or its officers, employees or agents to the extent they arise from Vendor's negligent acts or omissions, or willful misconduct or violation of law in the performance of services for District that lead to a breach of this Confidentiality Agreement.

Vendor agrees that it will promptly return the District data and system information to SAISD upon written request by SAISD or when the Vendor contract ends. Vendor further agrees that it will delete and not retain the District data or system Information when it is no longer needed for the purposes described in this Confidentiality Agreement and the Vendor contract.

Nothing in this agreement shall affect in any way Vendor's use of personally identifiable information received from any person other than SAISD, its employees or agents, or from SAISD students.

By signing below, Vendor accepts and agrees to the terms and conditions set forth in this Confidentiality Agreement.

(VENDOR)

(Vendor's Name)

By: _____
(Signature of Authorized Representative)

(Printed Name and Title of Signatory)

Dated: _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
(Chief Technology Officer)

(Printed Name and Title of Signatory)

Dated: _____



Procurement Services **General Terms & Conditions**

1. **Acceptance of Bid/Proposal Content** - These General Conditions governs the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Bidder/Proposer has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of a Bidder/Proposer to accept these conditions in a final contract shall result in cancellation of award.
2. **Responsiveness** - It is the Bidder/Proposer's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions will result in disqualification.
3. **Bid/Proposal Form Submission - Proposals and all required documents** must be uploaded to the Bonfire Portal <https://saisd.bonfirehub.com/portal> submitted, and finalized prior to the Closing Time. Vendor submittals must be uploaded as separate, signed .pdf files using the following structure: **Proposal Acknowledgment Form, Company Information, References, Representation and Certification Form, EDGAR Compliance Form, HB 89 Form, SB 252 Verification Form, Out of State Certification Form, Conflict of Interest Questionnaire (CIQ), SWMBE Program Identification Form, Pricing and Addendums (if applicable)**. Responses not submitted as specified above may be deemed "non-responsive".
4. **Late Submission** - Bids/proposals received after the time and date specified will **not** be accepted.
5. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will **not** be accepted.
6. **Instructions to Bidder/Proposer** - All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Bidder must submit prices and other information required in the proper spaces on the bid/proposal forms provided. Deviation may result in disqualification of the bid/proposal.
7. **Acknowledgement of Addendums** - Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed "Sealed Bid/Proposal" form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum **is not returned**, the bid/proposal **may be** disqualified. Addendum will be issued through the Bonfire Portal, <https://saisd.bonfirehub.com/portal> under "Supporting Documentation". Vendors must monitor on a daily basis the Bonfire Portal for Addendum(s).
8. **Alternative Bids** - No alternate bids/proposals will be accepted, unless otherwise stated in the bid/proposal.
9. **Instructions to Bidder/Proposer** - Awarded vendors are solely responsible for notifying the Procurement Services, Contract Management, of any changes, in writing, to the company's name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.
10. **Substitutions** - The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "NO SUBSTITUTE" is specified. No substitutions or cancellations are permitted after award without written approval by the Director, Procurement Services or designee.
11. **Brand Name or Equal** - The use of brand/models in the bid/proposal is to establish a standard of quality, workmanship, performance, etc. Bidders may bid brands/models they deem equivalent or equal to those shown on the bid/proposal. The burden of proof of equivalency or "Equal or" is upon the Bidder. The Bidder must specify make or model even if bidding the brand specified or a product "Equal or". Do not state "As Specified" or "Equal". Vendor(s) submitting brands or models other than those specified may be requested to furnish samples of their offerings.
12. **Receipt and Opening of Bids** – (1) Bids (i.e., Bidders from IFBs) will be publicly opened, Bidders identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs and RFQs) will be publicly opened, Offerors identified, and prices **will NOT** be disclosed until after evaluation and award. (3) All Bidders received in response to solicitation documents (IFBs, RFPs and RFQs) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.

13. **Tax Exemption** – The School District is exempt from Texas State and Local Sales Tax and Federal Excise – IAW Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57th Legislature, first Called Session, 1961 – **DO NOT INCLUDE TAX IN YOUR BID OR PROPOSAL.**
14. **Informalities and Irregularities** - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, extend due date(s), or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the best interest of the District. The Director, Procurement Services shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility will be grounds for a determination of non-responsibility.
15. **Employee Discrimination** - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
16. **Bid Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at any time prior to the bid/proposal opening date & time or withdrawn via the Bonfire Portal. Bids/Proposals cannot be amended or altered, except to correct price extension errors, after the opening date and time.
17. **Evaluation Criteria** – Pursuant to the [Texas Education Code 44.031 \(a\) and \(b\)](#), the District shall evaluate and consider: the purchase price, the reputation of the vendor and of the vendor’s goods and services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the District’s needs, the vendor’s past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, 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 vendor’s references, record for fiscal and contracting responsibility, knowledge of the product/service and any other relevant factor specifically listed in the request for bids or proposals. Quality and suitability of the product/service bid and/or proposed and not price alone shall be considered in the acceptance of bids/proposals. The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation factors.
18. **Recovery of Money** - If the Bidder/Proposer fails to deliver both the quality and quantity of items on which the award was made in the manner specified in the contract, SAISD reserves the right to purchase the specified goods/services on the open market and vendor agrees to allow SAISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.
19. **Child Support Certification** - Pursuant to Section [231.006, "Family Code"](#), the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan or payment, and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
20. **Purchase Orders** - Successful vendor **shall not** begin work/services or deliver merchandise without a signed purchased order.
21. **Indebtedness** - Because fiscal responsibility is a criterion, if the vendor is indebted to the District, including but limited to, being delinquent on the payment of property taxes, the District may withhold awarding a contract to the vendor and refuse to enter a contract with the vendor. Further, if the vendor becomes indebted to the District after a contract is entered, then District will withhold renewing the contract.
22. **Assignment Delegation** - No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Director, Procurement Services or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 1270 W. Summit Ave, San Antonio, TX 78201. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.
23. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
 - a) District may cancel or terminate the award or agreement for convenience, with or without preference upon 30 day written notice.
 - b) During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if

- funds are not appropriated for payment under the agreement.
- c) Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
 - d) District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
 - e) District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.
24. **Force Majeure** - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
 25. **Indemnification** - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
 26. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in San Antonio, Bexar County, Texas.
 27. **Right of Inspection** - The District has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the District reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and the Seller assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or invoke any of its remedies.
 28. **Qualification of Bidder/Proposer** – The School District will use a Request For Information as an “expressing of interest” to announce the intent of the District to solicit Offers or Proposals for certain products and/or services and to request that interested vendors advise the District of their interest. This is a flexible instrument that conveys no commitment on the part of either the District or the vendors. It is used merely to collect information.
 29. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
 30. **Title and Risk of Loss** - The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery.
 31. **Proprietary Information** – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.
 32. **Out of State Vendors** - The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
 33. **Gratuities** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this revision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
 34. **Special Tools and Test Equipment** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

35. **Oral Statement** - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.
36. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60) days written notification of intent.
37. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
38. **Waiver** – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.
39. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the SAISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
40. **Invoices and Payments** - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered. All invoices must be mailed to: San Antonio Independent School District, Attn: Accounts Payable, 514 W. Quincy, San Antonio, Texas 78212. All invoices must reference a Purchase Order number assigned by SAISD.
41. **Prompt Payment Discounts** – Bidders/Proposers are encouraged to offer discounts for large one time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid, but will be part of any contract issued, with the exception of catalog discount bids.
42. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.
43. **Contract Extensions (option year(s))** - Any contract may be extended beyond the base year(s) in writing via an addendum by the School District with mutual agreement between the parties.
44. **Instructions to Bidder/Proposer** - The SAISD at its discretion may purchase from existing bids/proposals and/or issue other bids/quotes for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the school district.
45. **Ethics in Public Contracting** – School District employees are prohibited from receiving, soliciting any gifts, inducement or kickbacks.
46. **Delivery Terms** - If a delivery is to be made to a location other than the Procurement Services Department, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. Contractor is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.
47. **Firm Price Period** - Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for Board of Trustees approval.
48. **Instructions to Bidder/Proposer** - SAISD reserve the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.
49. **Appeal Process** – A protest shall be in writing and shall be filed with the Procurement Services Director. A protest of a bid/proposal shall be received at the Office of Procurement Services.
50. **Miscellaneous Requirement** – The contents of the proposal submitted by the successful Offeror and this RFP will become part of

any contract awarded as a result of the Scope of Services contained herein. Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, work flow charts, templates, third-party documents, end-user license agreements, “shrink-wrap” and/or “click-wrap” licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents.

51. **Contract Documents and Order of Precedence** - Contract Documents are the documents that comprise the basis of contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District’s solicitation document (IFB, RFP, RFQ); the Offeror’s response to the solicitation document; and the notice of award or acceptance by the District. In more complex contracts, Contract Documents may be identified in the District’s notice of award or acceptance and may include the District’s solicitation document (IFB, RFP, RFQ); the Offeror’s response to the solicitation document; the District’s request for Best and Final Offer (BAFO); the Offeror’s response to the BAFO; and the notice of award or acceptance by the District.
- a) Offeror will ensure the District’s terms and conditions, statement of work/specifications, and Contract Documents order of precedence flow-down to Offeror’s subcontractors, agents, and/or third-party business “partners”.
 - b) Regardless of the documents comprising the Contract Documents, the District’s solicitation document (to include the SOW/Specifications and Terms and Conditions) take precedence over other Contract Documents (regardless of date).
 - c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract’s SOW/Specifications in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW/Specifications) do not change nor replace existing Contract language nor do they supercede or change precedence of the Contract Documents. Any attempt by the Offeror and/or its subcontractors, agents, third-parties, etc. to submit or introduce documents that supercede or take precedence over the Contract Documents may be declared null and void by the District.
 - d) The District does not intend to surrender or reduce any of its sovereign or contractual rights provided under Federal and/or Texas statute(s) and any attempt by the Offeror or any third-party to do so is null and void.
52. **F.O.B. Destination (Free on Board)** – Quote F.O.B. destination for all competitive bids/proposals.
53. **Responsibility for Actions** - Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.
54. **Criminal Background Check** – All vendors, contractors and their subcontractors hereinafter called (“service contractor”), must comply with the requirements of Senate Bill 9, promulgated by the 80th Legislature of the State of Texas. The requirements apply to service contractors whose employees, hereinafter called (“covered persons”), will have continuing duties related to the contracted services and who will have direct contact with students. Such service contractors who employ a covered person will have to conduct criminal background checks on those employees who are covered persons. If the covered person was hired by the service contractor before January 1, 2008, the service contractor must certify to the District that the service contractor has obtained the criminal history record information from any law enforcement or criminal justice agency or a private consumer reporting agency governed by the [Fair Credit Reporting Act, 15 U.S.C 1681](#) et seq. for the covered person. A covered person is considered to have been employed by a service contractor as of the date the covered person first provided services for compensation.

If the covered person was hired on or after January 1, 2008, the employer shall obtain the criminal history record information through the criminal history clearinghouse maintained by the Texas Department of Public Safety as provided by Government [Code 411.0845](#). A covered person is considered to have been offered employment as of the date the covered person accepted an offer from the service contractor for a specific job position or a specific project that is to begin on a date that is certain or reasonably ascertainable. For covered persons hired on or after January 1, 2008, fingerprinting and photographing of the covered person may be necessary.

DEFINITIONS:

Continuing duties related to the contracted services shall mean work duties that have been or will be performed on District property on a regular and repeated basis, rather than on a one time or infrequent basis. **Covered person** shall mean an individual who is not an applicant for or a holder of a certificate under Education Code Chapter 21, Subchapter B; is employed or offered employment by a service contractor, or is an independent contractor of the District and who has or will have continuing duties related to the contracted services and who has or will have direct contact with students. The covered person also includes a minor who is not a student of the District. **Service Contractors** shall mean vendors, independent contractors and their subcontractors, and third part service providers who are compensated by the District for services rendered. **Direct contact** shall mean verbal or physical interaction with one or more students that is necessary for the performance of contracted services, or that provides substantial opportunity for unsupervised interaction with students. Student contact that is incidental to the performance of contracted services, including incidental contact that

results from services that do not provide the opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not direct contact with students. **Disqualifying Conviction** shall mean a felon offense under Title 5, Penal Code; (these are offenses against the person, such as criminal homicide, kidnapping and unlawful restraint, trafficking of persons, sexual offenses and assaultive offenses); an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or an equivalent offense under federal law or the laws of another state if, at the time of the offense, the victim was under 18 years of age or was enrolled in a public school.

SERVICE CONTRACTOR RESPONSIBILITIES:

A service contractor shall obtain all required criminal history record information, as described above, that related to a covered person employed by the service contractor or a subcontractor of the service contractor. If a service contractor determines that a person who provides any of the contracted services is not a covered person because the person does not have continuing duties related to the contracted services, or does not have direct contact with students, the service contractor shall make reasonable efforts to ensure that such persons do not in fact have continuing duties or direct contact. A service contractor shall certify, using a District provided form, to the District that it has obtained all criminal history record information related to covered persons, and that it has taken reasonable steps to ensure that its employees who are deemed not to be covered persons do not have continuing duties related to the contract services or direct contact with students. A service contractor shall not permit a covered person to provide services at the District if the covered person has a disqualifying conviction.

55. **Unauthorized Purchases** - By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to SAISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or un-returned goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District's Finance Division will not issue payment for goods and services delivered without an official purchase order.
56. **Discount Purchases** - Zero (0) percent discounts may not be considered for contract award. SAISD may select several of the most qualified/responsive vendors offering the most competitive pricing. Bidders may submit a catalog or price list, if applicable, with the bid for evaluation purposes. Failure to submit a catalog may result in disqualification. Bids shall be awarded to the vendor(s), as determined by the District, offering the most competitive pricing based upon a comparative analysis of each vendor's manufacturer/catalog pricing.
57. **Bonds** - Cashier's Check, Bid Bond or Irrevocable Letter of Credit:
- a) Cashier's check or bid bond is required with bid of \$10,000.00 or more.
 - b) Each bid shall be accompanied by either a cashier's check or Surety Company bid bond in the amount of not less than five (5) percent of total bid/proposal amount. Check or bond shall be payable to the SAISD as payee or obligee, and shall be effective once the bids are opened. If the vendor submits a Cashier's Check in lieu of a Bid Bond the following statement must be typed at the bottom left hand side of the Cashier's Check: "In Lieu of Bid Bond". Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.
 - c) Such checks or bid bonds will be returned to all except the three lowest bidders after the opening of the bids; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to SAISD may be forfeited in whole or in part if the vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required by the Procurement Services General Terms and Conditions within ten (10) working days from date of Notice of Award.
 - d) If any such bid bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
 - e) If an Irrevocable Letter of Credit is submitted in lieu of a Cashier's Check or Bid Bond the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to SAISD in the amount of not less than five (5) percent of total bid/proposal amount. The letter must state "Irrevocable" in order to satisfy the District's surety requirement. In the event the contract is not awarded to the applicable vendor, the original letter of credit will be returned to the unsuccessful vendor.
58. **Bonds:**
- a) In General: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in [TEX. PROP. CODE §§53.201-53.239](#), as amended, and shall (1) name obligees; the Owner and

the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a "B+" rating or better as issued by A.M Best & Co.

- b) Reinsurance: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety's capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to SAISD's acceptance of the bond.
- c) Venue: If any suit shall be instituted against a surety, guarantee, or Fidelity Company by SAISD, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.

59. **Performance & Payment Bonds or Irrevocable Letter of Credit:**

- a) Are required on contracts for \$25,000.00 or more.
- b) Bidder agrees that upon award of contract, bidder will execute and submit the required documents within ten (10) working days from date of Notice of Award. Bidder shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the School District. "The District reserves the right to automatically revoke Board Award if the vendor does not provide Performance and Payment Bonds within ten (10) working days from date of Notice of Award."
- c) Successful bidder shall furnish a performance and a payment bond executed by a surety acceptable to the SAISD in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.
- d) Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- e) The District may accept an Irrevocable Letter of Credit for low risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted in lieu of Performance Bond, based upon the District's determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to SAISD in the amount of 100% of total bid/proposal amount. The District reserves the right to automatically revoke Board Award if the vendor does not provide an Irrevocable Letter of Credit within ten (10) working days from date of Notice of Award. The Letter of Credit will be returned to the unsuccessful vendor(s) within 10 working days after contract award. Vendor must enclose a self addressed stamped envelope for return of letter. If the successful vendor(s) does not execute a contract and post the applicable Insurance Certificate required by the Procurement Services General Terms and Conditions within ten (10) working days from date of Notice of Award, the District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.

60. **Insurance:**

- a) The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best Rating of the insurance company to determine the company's acceptability to the School District.
- b) An original certificate of insurance confirming coverage must be submitted to the School District within ten (10) working days from date of Notice of Award. "The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from date of Notice of Award."
- c) Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the San Antonio Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the San Antonio Independent School District. The certificate(s) of insurance provided the San Antonio Independent School District by the Contractor must reflect the above-stated requirements.
- d) Failure to submit and maintain valid insurance/bonding constitutes a breach of contract and may result in contract termination in the best interest of the District.

NOTE: THE FOLLOWING REQUIREMENTS HAVE BEEN REVISED (FEBRUARY, 1992). BIDDERS ARE DIRECTED TO REVIEW THESE PROVISIONS CAREFULLY.

Insurance coverage and liability limits shall be not less than the following:

COVERAGE	LIMITS
A. COMPREHENSIVE AUTOMOBILE LIABILITY	\$500,000.00 CSL (Combined Single Limits) or \$250,000/\$500,000 BI/ \$100,000 PD BI=Bodily Injury, PD=Property Damage

Business (Commercial) Automobile Liability Insurance coverage is required for all owned, non-owned and hired vehicles. No deletions/exclusions from standard coverage form allowed without written consent from the San Antonio Independent School District, Procurement Services Department.

Must Include Owned, Hired, and Non-Owned Automobiles

B. COMPREHENSIVE GENERAL LIABILITY EACH OCCURRENCE	\$500,000.00 CSL (Combined Single Limits) or \$500,000 BI/\$100,000 PD
General Aggregate	\$1,000,000.00

Independent Contractor Coverage (same as above) if Sub-Contractors are used.

FOR CONTRACTS OF \$25,000.00 OR MORE:

In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of \$1,000,000.00 is required for contracts of \$25,000.00 or more, unless Comprehensive General Liability limits of \$1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement.

C. WORKER'S COMPENSATION INSURANCE

The Texas Labor Code requires worker's compensation insurance for all persons providing services on a building or construction projects. The San Antonio Independent School District requires the prime contractor to:

- a) Provide certificates of coverage for the contractor's employees to the Procurement Services Department.
- b) Provide certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
- c) Retain copies of the above certificates of coverage for the duration of the project, plus one year.
- d) Notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affects the coverage of any person providing services on the project.
- e) Provide new certificate at least thirty (30) days prior to the expiration of coverage period.
- f) Obtain and provide new certificates of coverage for each person providing services on the project whose current certificate ends during the duration of the project.
- g) Post a notice on each project site in the text, form, and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

Persons providing "services" on the project includes all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "Services" include without limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)

D. PROFESSIONAL LIABILITY

- a) "Provide proof of professional liability/errors omissions in the amount of \$500,000 for the past year and history of all

claims. Note any and all allegations and convictions of felonies related to the firm's owners or operators, and include a general description of the conduct resulting in the allegation or conviction of each felony.

61. **Clean Air and Water Act** - I, the Bidder/Proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR, Part 15, as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency, Assistant Administrator for the Enforcement.
62. SAISD's Child Nutrition Services fully complies with the Texas Department of Agriculture's Administrative Reference Manual, Section 17 that contains State and regulatory guidance for standard operations. See link: <https://squaremeals.org/Programs/NationalSchoolLunchProgram/PolicyARM.aspx>
63. **Instructions to Bidder/Proposer** - The quantities of products noted in the minimum specifications portion of this document are estimates only and not necessarily purchased by this contract. Specific quantities will be noted on subsequent purchase/delivery orders issued under this contract. If the District's requirements do not result in orders in the quantities described as "estimated" in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment.
64. **Liquidated Damages** - If the successful offeror fails to deliver or defaults on this contract within the time specified in the contract, the offeror shall pay (or have withheld from payments due), at the option of SAISD, to SAISD as liquidated damages \$300 per delivery order. Offeror agrees that this is a reasonable cost to compensate SAISD for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude SAISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to SAISD.
65. **Instructions to Bidder/Proposer** - All bids/proposals must be complete and convey all of the information requested in order to be considered responsive. If the bid/proposal fails to conform to the essential requirements of the bid/proposal solicitation, the District alone will determine whether the variance is significant enough to consider whether or not the bid/proposal is acceptable and therefore a candidate for further consideration.
66. **Warranty** – The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties available to any customer for same or similar supplies or services.
67. **Copyright** – Any original work or design created on behalf on the San Antonio Independent School District shall be considered a "work made for hire" under the United States Copyright Act and shall be the sole property of the San Antonio Independent School District and all right , title and interest therein, including copyright, shall solely vest in the District.
68. **Instructions to Bidder/Proposer** - SAISD is tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure SAISD that Bidder's employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by SAISD that the employee must be immediately restricted from all SAISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with SAISD.
69. **Contact with SAISD** – Bidder/Offeror/Proposer/Vendor will direct all questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD's Director of Procurement Services. Bidder/Offeror/Proposer/Vendor or agents will have no direct contact with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD's Director of Procurement Services prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.
70. **Prohibited Communications – "During Blackout Period"** - The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any SAISD Board members, district employees and any contractor involved in any step in the procurement process about the affected procurement. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the General Terms and Conditions listed in the solicitation. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation and end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

71. **Other Applicable Laws** – Any provision required being included in a contract of this type by any applicable and valid Executive order, federal, state or local law ordinance, rule or regulation shall be deemed to be incorporated herein.
72. **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance:**
- a) *Membership.* San Antonio ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 120 public 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.
 - b) *Adoption of Awarded Contracts.* In support of this collaborative effort, all awards made by San Antonio ISD 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 the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract.
 - c) *Document Sharing between Members.* To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.
 - d) *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. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

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