

# SILSBEE INDEPENDENT SCHOOL DISTRICT

415 Hwy 327 W Silsbee, Texas 77656 409-980-7800 Fax 409-980-7897

[www.SilsbeeISD.org](http://www.SilsbeeISD.org)

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**SILSBEE INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR PROPOSAL  
RFP No. 01-2324  
Instructional Materials**

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The Silsbee Independent School District is soliciting Requests for Proposals from qualified vendors to become an approved vendor for the District's Instructional Material needs starting October 1, 2023 or date of award. Responses to this Request for Proposal shall be labeled and including all the information requested hereafter and must be received by the specified date and time, either by email to [mandy.whitstine@silsbeeisd.org](mailto:mandy.whitstine@silsbeeisd.org), or at the:

Silsbee ISD- Administration Building  
Attn: Mandy Whitstine  
415 Hwy 327 W  
Silsbee, TX 77656

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

**Proposals will be accepted on a continual basis until 2:00 PM  
on May 31, 2024**

## NOTICES & INSTRUCTIONS

1. Proposals will be received by Silsbee ISD, 415 Hwy 327 W, Silsbee, TX 77656 until the date and time specified below. All proposals must physically be received prior to this time in the Business Office. In the case of a Competitive Request for Proposal (RFP), because of the potentially proprietary nature of offers and to maintain the integrity of any negotiations, offers will not be publicly exposed until a final contract is awarded. “Offer” and “Offeror” also mean “Bid” and “Bidder”.

**The envelope containing the proposal must be addressed as follows:**

**Silsbee ISD – Business Office  
ATTN: MANDY WHITSTINE  
415 Hwy 327 W  
Silsbee, TX 77656**

**Solicitation #: 01-2324 Instructional Materials**

2. The Business Office may open unlabeled submittals to properly identify them. Offerors are therefore advised to label their submittals correctly in order to protect the integrity of their sealed proposals and to avail themselves fully of the proposal process.

3. Offeror accepts all responsibility for forwarding the offer to the address above within the specified time or it will be returned unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address. It is the sole responsibility of the offeror to ensure the offer is received in the Business Office by the time and date stated above. Proposals received after the published time and date cannot be considered. No excuses are acceptable, and the determination of the SISD Business Office is final.

4. ***This entire solicitation document and all signature pages must be returned along with the bid. Related data, where applicable, and all material must be included with all completed bid documentation submitted.***

5. The General Proposal Requirements and Specifications listed are to be interpreted as meaning the minimum acceptable by the District. **For questions relating to this proposal, please e-mail Mandy Whitstine at [mandy.whitstine@silsbeeisd.org](mailto:mandy.whitstine@silsbeeisd.org) in case an addendum is required for posting.**

6. The District reserves the right to accept or reject any and all offers, to waive all technicalities, and to accept the bid or bids that are determined to be the best value and most favorable to the District. Negotiations may be conducted with those offerors whose offers, in the determination of the District, have a reasonable opportunity of being awarded a contract. Negotiations will only be conducted under the supervision of the District’s Business Office.

7. The offeror shall show price and total amount, where required, of each item listed. In the event of error or discrepancy in arithmetic, the unit price shall prevail.

8. Silsbee ISD is not obligated to pay for any expenses incurred in preparing and submitting proposals. Ongoing documentation regarding a company’s past performance may be used in determining the offeror’s responsibility for award purposes of this and future awards.

## PROPOSAL FORM #01-2324

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***The Silsbee Independent School District is soliciting Competitive Request for Proposals from qualified vendors to supply the following services:***

### **Instructional Materials**

The term of this contract shall be from date of award and through June 30, 2026. This contract, upon the agreement of both the successful vendor(s) and the Silsbee Independent School District, will extend for two additional one-year periods. Renewing the contract would imply doing so under the same terms and conditions. A price re-determination may be considered by the District only at the renewal or anniversary date of the contract.

**All questions regarding this proposal must be submitted in writing to Mandy Whitstine via email at: [mandy.whitstine@silsbeeisd.org](mailto:mandy.whitstine@silsbeeisd.org). Please reference RFP #01-2324 on the subject line of email.**

This is an annual compliance proposal, which will establish vendors, cost and store/catalog discounts which will allow for the legal acquisition of purchases from said vendors throughout the district on an as-needed basis. You should complete and return the forms even if no discount is offered to comply with the State of Texas bid laws. Proposal pricing must be firm for the term of the contract for the proposal to be considered.

The attached bid form should be completed and attached to a copy of your current catalog, if applicable. Please feel free to complete the form and return even if you do not currently have a catalog, so that you may be considered as an approved bid vendor. You do not necessarily need to have a catalog to be approved as a vendor. The enclosed instructions and conditions formulate a major, integral portion of this bid and as such must be strictly adhered to by all bidders.

### **Instructional Materials include, but are not limited to:**

1. Art Equipment and Supplies
2. Athletic Supplies
3. Audio Visual and Equipment
4. Awards and Incentives (Instructional Use Only)
5. Books/Paperbacks
6. Career and College Readiness Related Materials
7. Classroom Specialty Items
8. Elementary Musical Instruments and Supplies
9. Instructional Videos and CDs
10. Journalism/Photographic Supplies
11. Library & Media Supply
12. Maps & Globes
13. Math Supplies and Equipment
14. Printing Services
15. Science Equipment and Supplies
16. Special Education Equipment
17. Theatrical Supplies
18. Vocational Equipment and Supplies for Instruction ONLY

The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for services or products that were not authorized via this method. Therefore, the purchase order number shall appear on all itemized invoices for services or products rendered to ensure payment. Verbal orders will not be accepted. **The approved vendor(s) must never accept verbal orders from Silsbee ISD personnel or staff. The purchase order is the contract with the vendor to formally order items/services and ensure payment to the vendor. Silsbee ISD will not be held financially responsible for any unauthorized, verbal orders placed by any personnel or staff of SISD.**

VENDOR NAME: \_\_\_\_\_

1. Please state the percentage discount that your company will allow Silsbee Independent School District based off the catalog that has been provided with this proposal. If no discount is offered, please indicate with a 0%

\_\_\_\_\_ % for In-stock items

\_\_\_\_\_ % for Drop shipped items

If there are any categories of items that are not eligible for discount, please indicate exception categories in the space provided below.

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2. Will you accept a Silsbee ISD Purchase Order?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

3. What reference or quote number should be included on the Purchase Order to ensure Silsbee ISD pricing and tax exempt status?

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The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for services or products that were not authorized via this method. The purchase order number shall appear on all itemized invoices for services or products rendered to ensure payment. Verbal orders must never be accepted. Prior to fulfilling any orders for Silsbee ISD, a purchase order must be obtained from the Business Office; otherwise, the vendor could risk non-payment of services performed.

**Selected vendor(s) will be expected to show posted price, discount amount and net price on quotes, invoices and sales tickets.**

The district is not required to purchase from all awarded vendors.

An awarded vendor(s) under the terms and conditions of this contract will accept and fulfill any purchase order issued during the effective period of this contract.

All artwork, negatives, or any other custom created art component related to the fulfillment of an order by the District becomes property of the District. Originals or exact copies of artwork, negatives, and electronic files related to the production of apparel orders shall be returned to the District upon request at no charge to the District.

Silsbee ISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals or awards without cause;
- (b) Waive any defect, irregularity or informality in any proposal of RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other

proposals meeting all aspects of the specification if it is determined that the total cost is lower and the overall function is not impaired;

- (d) Reissue a RFP;
- (e) Consider and accept an alternate proposal as provided herein when most advantageous to SISD;
- (f) SISD has the right to cancel the award at will;
- (g) District will pay for any work performed due to properly presented purchase order and vendor will deliver any product for which payment is demanded. All orders shall be placed by an authorized purchase order of the district before order is effective.
- (h) Procure any item or services by other means.

**PRICES:** All discounts quoted must be firm for the term of the contract. The vendor may always, at any time provide a better discount but never a lesser discount than the awarded proposal states.

**PROPOSAL MUST:**

- (a) Note any minimum order quantity requirements (e.g. \$100 minimum or 10 item minimum)
- (b) Note any limitations or exceptions

**SHIPPING-DELIVERY:** Shipping and delivery shall be to the district location that orders the goods and shall be included in the pricing of every product. No additional charges will be allowed. Only if the district requests non- standard, short turnaround delivery of an item that is on the line item pricing sheet, will extra shipping charges be allowed.

**EVALUATION CRITERIA:**

Bids and proposals are evaluated on a scale of 0 to 10, using the criteria specified in Subchapter B, Section 44.031 (b), Texas Education Code specifically:

- The purchase price;
- The reputation of the vendor and of the vendor's goods or services
- The quality of the vendor's goods or services; Samples will be evaluated.
- 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 and rules relating to historically underutilized businesses; (complete the attached paperwork and plan)
- The total long-term cost to the district to acquire the vendor's goods or services
- Samples and Artwork Approval: Physical proximity to Silsbee ISD geographical boundaries. (important because timeliness of viewing art work submission and changes, color verification, quality of apparel, etc.)

**Have you been a vendor for the district? YES or NO**

CONTRACT CLAUSES

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1. TYPE AND TERM OF CONTRACT. This is a contract, which enables the District to acquire its requirements for the items described on the PROPOSAL FORM or SCOPE OF WORK, from the successful offeror. **The term of this contract shall be for three years from date of award but may be extended for an additional two (2) one-year periods upon mutual agreement of both parties.** This contract shall become effective upon approval by the Silsbee ISD Board of Trustees.

2. INVOICES AND PAYMENTS

- a. The vendors shall submit itemized invoices that reflect the Contract Number and the Purchase Order Number as provided by the Business Office.
- b. Federal and state taxes should not be included. Tax exemption certificates will be provided upon request.
- c. Payment shall not be due until the above instruments are submitted after delivery and acceptance or services rendered. Mail invoices to Accounts Payable, 415 Hwy 327 W, Silsbee, TX. 77656.
- d. Payments will be made to vendor via check.
- e. Vendors shall keep the Accounts Payable Department advised of any changes in their remittance addresses.

3. CONTRACTUAL RELATIONSHIP. Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein specifically authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Worker's Compensation Program.

- INDEMNIFICATION. Contractor's shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all loss, cost, damage, expense, and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents, or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage, expense, or cost.

4. GRATUITIES. The District may, by written notice to the Contractor, cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Silsbee ISD with a view toward securing a contract or favorable 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 the District pursuant to this provision cancels this contract, the District shall be entitled to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

5. TERMINATION FOR CAUSE. The District shall have the right to cancel for default all or any part of the undelivered portion of this order if the Contractor breaches any of the terms hereof including warranties of the Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition and not in lieu of any other remedies, which the District may have in law or equity.

6. TERMINATION WITHOUT CAUSE. The District in accordance with this provision may terminate the performance under this order in whole or in part. Termination herein shall be effected by the delivery to

the Contractor of a “NOTICE OF TERMINATION” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the District set forth in Clause 6, herein.

7. **FORCE MAJEURE.** If for any reason by force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligation under this contract, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon; and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty (30) days after the event or cause relied upon, then upon written notice after the thirty days the District reserves the right to cancel this contract without any further liability.

8. **ASSIGNMENT - DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

9. **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 renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

10. **MODIFICATION.** This contract can be modified only by a written agreement signed by both parties or, their duly authorized agents.

11. **INTERPRETATION.** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

12. **APPLICABLE LAW.** This contract shall be governed by the laws of the State of Texas and the Uniform Commercial Code. Whenever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and



in force on the date of this contract.

13. ADVERTISING. Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

14. VENUE. Both parties agree that venue for any litigation arising from this contract shall lie in Hardin County, TX. .

15. AVAILABILITY OF FUNDS. The award of this contract is dependent on the availability of funding. In the event funds do not become available, the contract may be terminated or the scope amended. A 30-day written notice will be given to the vendor, and there shall be neither penalty nor removal charges incurred by the District.

16. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS. Silsbee ISD requires compliance with executive order 11246, entitled Equal Employment Opportunity as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

17. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS. Any Board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter.

18. COPYRIGHTS AND PATENTS. In the event the Contractor develops materials or products resulting in a copyright or patent while in the performance of this contract, the rights from those materials will accrue to the District.

19. RETENTION OF AND ACCESS TO RECORDS. The Contractor shall retain any books, documents, papers, and records that are directly pertinent to the contract. The Contractor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee, or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of the contract.

20. INSURANCE: Awarded vendor represents and agrees that it shall provide and maintain certain insurance requirements as required by Silsbee ISD, including but not limited to, professional liability, general liability, automobile liability, and worker's compensation insurance in amounts that are satisfactory to Silsbee ISD. Upon contract award, awarded Vendor(s) shall provide to Silsbee ISD original certificates of insurance indicating proof of any such required insurance. All such policies of insurance shall contain a provision that they shall not be cancelled or altered, nor the amount of coverage reduced, until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Certificates of Insurance and/or notices regarding a cancellation, alteration, or reduction in limits shall be submitted to the District, as follows:

Silsbee ISD  
Attn: Mandy Whitstine  
415 Hwy 327 W  
Silsbee, TX 77656

21. SPECIFICATIONS. Specifications as shown are minimum requirements. The District may define an article by describing a proprietary product or by using a name of a manufacturer which the District knows meets minimum standards. If not shown on the specifications, “or equal” submittals are acceptable. Samples may be required of alternate products. The District shall have sole discretion in determining suitability of alternate bid items. Materials deemed NOT EQUAL or failing to meet minimum requirements shall be returned transportation charges collect.

22. DELIVERY. Delivery, handling, freight, installation, setting in place, removal of all associated debris from the school and other charges are to be included in the per-unit bid pricing. Inside delivery must be assumed unless otherwise stated in the Proposal Form. The District has no personnel or loading docks at campus locations. Shipper must adequately provide for inside delivery. If items are damaged in shipping, the vendor must replace all items within 5 days unless special circumstances require additional time. The vendor shall handle all damage claims. The District assumes no liability for goods delivered in a damaged condition.

23. RETURNS. The successful bidder at no cost to the District shall exchange damaged or incorrectly shipped goods. Exchanges are to be handled as quickly as possible. Items not picked up within one (1) week after proper notification will become a donation to the District for disposition. The successful bidder guarantees that the District may return any and/or all new and unused items purchased within ten (10) days after delivery for full credit.

24. SHIPMENT. Orders shall be shipped or delivered in containers suitable for damage-free shipment and storage to the location indicated on the District purchase order. All shipments must be accompanied by a packing slip or documents showing: Vendor name and address, Delivery Address, Purchase Order Number, and Itemized List of Contents.

25. ORDERS. The District shall issue purchase orders for requisitions on an “as needed” basis. If possible, the District may choose to send orders to successful bidders via e-mail. Orders must be separately packaged by order number for delivery. Substitutions may be made only with permission of the requisitioning office or department. **The District can/will not be responsible for orders delivered without a valid purchase order.**

26. GUARANTEE/WARRANTY. All furniture shall be guaranteed against defects for a minimum of 1 year from delivery date and shall carry standard manufacturer warranty. Replacements under guarantee/warranty shall be at no cost to the District. The minimum guarantee for supplies and equipment is 90 days or the standard commercial warranty, whichever is greater.

27. PRICING. The District shall have the right to purchase items shown on this bid for lower cost if made available through a sale or “special offer” made to the general purchasing community. Pricing shall be firm for purchases during the contract period but in no case less than ninety (90) days from acceptance of bid.

28. FELONY CONVICTION NOTICE. Must be signed in connection with work under any contract and made a part of any contract offer. Misrepresentation of conviction will result in contract termination.

29. REFERENCES. Bidder shall provide as a part of their bid at least three (3) school district or business references where like service/supplies have been supplied by bidder.

30. EVALUATION FACTORS FOR AWARD. All offers are subject to the terms of the Solicitation, Proposal, and Scope of Work. Material exceptions to the terms, or failure to meet the District’s minimum specifications may place the offer in a position where it is not a reasonable candidate for award. The

District reserves the right to accept or reject in part or in whole any offer submitted, waive any technicalities or formalities, and to award the bid in the best interest of the District. In determining to whom to award a contract, the District shall consider the following criteria (but not be limited to): purchase price, past relationship with the District, reputation of the vendor and of the vendor's goods or services, the total long-term cost of doing business and acquiring services and or goods, the extent to which the goods or services meet the District's needs, quality of the goods or services offered as determined by the District, and any other relevant factor specifically listed in the request for proposals.

31. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

32. **SAFETY WARRANTY.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the Department of Labor under the Occupational Safety and Health Act (OSHA) 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the Buyer will be at Seller's expense.

33. **ASSIGNMENT DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

34. **RIGHT TO ASSURANCE.** Whenever one party of 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.

35. **REMEDIES FOR NON-PERFORMANCE/CONFORMANCE.** If at any time the Seller fails to fulfill or abide by the terms, conditions, or specifications of the contract, Silsbee ISD reserves the right to: purchase on the open market and charge the Seller the difference between contract and actual purchase price (cover), or deduct such charges from existing invoice totals due at the time, or cancel the contract within thirty (30) days written notification of intent.

36. **ADDITIONAL VENDORS.** Silsbee ISD reserves the right to add vendors at any time during the year on an as-needed basis. This will not have an effect on the contract with existing vendors.

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**REPRESENTATIONS & CERTIFICATIONS**

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1. All offers shall be signed by a responsible officer of the company. Failure to sign the Offer may be basis for rejecting the offer. By signing, the officer certifies the accuracy of the following statements.
  
2. The offeror, by checking the applicable box, represents that:
  - a. It operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_,  
  
( ) an individual, ( ) a partnership, ( ) a non-profit organization, or ( ) a joint venture;  

or
  - b. If the bidder is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) a non-profit organization, ( ) a joint venture, or ( ) a corporation, registered for business in \_\_\_\_\_ (country).

The State of Texas does not employ a resident preference; however, it does employ a reciprocity rule. Offerors 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.

3. By submitting this offer, the offeror:
  - a. Represents that to the best of its knowledge the offeror is not indebted to Silsbee ISD. Indebtedness to the District shall be basis for non-award and/or cancellation of any award or acceptance.
  - b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief, or affiliation, and that it will abide by the Equal Employment Opportunity requirements of the State of Texas and Silsbee Independent School District.
  - c. Acknowledges that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation.
  - d. Certifies that it has not colluded or attempted to collude with other vendors or merchants in the trade to fix or hold prices above the level attained through a free and competitive market.
  - e. Certifies that the owner or operator **has not been** convicted of a felony, except as indicated on a separate attachment to this bid, in accordance with Sec 44.034, Texas Education Code.
  - f. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§\_.36).

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Signature of Responsible

Date

Position Title

Officer of Company

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**FELONY CONVICTION NOTICE**

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**“THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION”**

State of Texas Legislative Bill No. 1 (1995), Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED OFFICER OF COMPANY: \_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_

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

Name(s) of Felon(s): \_\_\_\_\_

Details of Conviction(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

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**BID ACKNOWLEDGEMENT**

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SOLICITATION NAME: **Instructional Materials RFP 01-2324**

BUSINESS NAME: \_\_\_\_\_

Name of Authorized Person to submit RFP: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

1. Terms are Net/30 unless otherwise indicated. The term of this contract shall be for three years from date of award but may be extended for an additional two (2) one-year periods upon mutual agreement of both parties.

2. If alternate terms or deviations are proposed, please indicate exception(s) here:

\_\_\_\_\_  
\_\_\_\_\_

3. Freight is assumed to be FOB Destination, Silsbee, TX, unless otherwise indicated:

\_\_\_\_\_

4. The signature above is made by an authorized agent or vendor, and it affirms that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms, and conditions of said bid have not been communicated by the signed person nor any employee or agent to any other person engaged in this type of business prior to official opening of bid.

5. Signature above affirms receipt and understanding of all Notices and Instructions, Specifications, Proposal Form, Scope, Contract Clauses, Representations and Certifications, Felony Conviction Requirements, and Worker's Compensation Requirements pertaining to this bid and attached as reference, if applicable. Vendor agrees to abide by all conditions and any negotiations that are a part of any RFP. Negotiated conditions will be in writing, attached to the official bid documents.

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**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (13 CFR Part 145). Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall proposal reason for disqualification from participation in this transaction.

The proposer shall provide immediate written notice to the District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Proposer's Name: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

**CLEAN AIR AND WATER ACT**

I, the Vendor, 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.

Vendor Name: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Printed Signature: \_\_\_\_\_

**BUY AMERICAN PROVISION**

Schools and institutions participating in the National School Lunch Program and School Breakfast Programs are required by law to use Child Nutrition funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Therefore, when Child Nutrition funds are used to acquire foods, schools and institutions must ensure that the items are in compliance with this requirement.

Vendor Name: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# **\*\*NOTICE \*\***

## **FORM MUST BE FILED ONLINE AND RETURNED WITH PACKET**

Here at Silsbee ISD, as in all other districts, we are now required to adhere to the State's new regulations regarding disclosures. In accordance with the new Purchasing guidelines as set forth by the state, Silsbee ISD in compliance with State regulations must have a new form filled out by our vendors. Below is the link where new vendors must go to fill out the form and print it out upon completion. Once completed and printed, the form must be filled out signed on the bottom and returned to SISD. The District, in turn, will file the original copy with the State in order to complete the filing. The new form is separate of the Conflict of Interest questionnaire that is currently required. This new Form 1295 will be in addition to this, it will not replace it.

Filing application is at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

FAQS are at:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

1. Vendor shall use the application to enter the information on the form and print a copy of the form with the certificate of filing (that has a unique certification number);
2. After the vendor submits the form to the District, the District uses the application to notify the Ethics Commission of the receipt of the filed Form 1295 and certification of filing not later than the **30th** day after the date the contract binds all parties to the contract. The District needs the unique certificate number to use the application to acknowledge the receipt of Form 1295.

## SILSBEE INDEPENDENT SCHOOL DISTRICT PROPOSER/VENDOR CERTIFICATION FORMS

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

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The following provisions are required and apply when federal funds are expended by Silsbee ISD for any contract resulting from this procurement process.

**Silsbee ISD is the sub-grantee or Sub-recipient by definition.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.**

Pursuant to Federal Rule (A) above, when federal funds are expended by Silsbee ISD, Silsbee ISD 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.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (B) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by Silsbee ISD, Silsbee ISD 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. Silsbee ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Silsbee ISD believes, in its sole discretion that it is in the best interest of Silsbee ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Silsbee ISD as of the termination date if the contract is terminated for convenience of Silsbee ISD. Any award under this procurement process is not exclusive and Silsbee ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Silsbee ISD.

Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (C) 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.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Silsbee ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in 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 sub-recipient 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.

Pursuant to Federal Rule (D) above, when federal funds are expended by Silsbee ISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E) 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.**

Pursuant to Federal Rule (E) above, when federal funds are expended by Silsbee ISD, the vendor certifies that during the term of an award for all contracts by Silsbee ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Silsbee ISD, the vendor certifies that during the term of an award for all contracts by Silsbee ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in 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).**

Pursuant to Federal Rule (G) above, when federal funds are expended by Silsbee ISD, the vendor certifies that during the term of an award for all contracts by Silsbee ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Silsbee ISD, the vendor certifies that during the term of an award for all contracts by Silsbee ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES Initials of Authorized Representative of Vendor

**(I) 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Silsbee ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Silsbee ISD 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:

- (1) 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.
- (2) 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.
- (3) 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 sub-recipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH  
FEDERAL FUNDS – 2 CFR § 200.333**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by Silsbee ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state 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; Pub. L. 94- 163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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.

Vendor's Name/Company Name: \_\_\_\_\_

DUNS# \_\_\_\_\_

Company Registered on Sam.gov? Yes \_\_\_\_\_ No \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email  
Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_