



Duncanville Independent School District
REQUEST FOR SEALED COMPETITIVE PROPOSALS (RFSCP)

RFSCP Number: 23-24.004
RFSCP Title: Event Services, Spaces & Supplies
Due Date: October 25, 2023
Prior to: 2:00pm

Sealed RFSCP will be received in accordance with the attached specifications. The sealed envelope containing your RFSCP should be plainly marked with the RFSCP title, number, and opening date and time. RFSCPs are publicly opened. You are invited to attend. **PLEASE NOTE: Late RFSCPs WILL NOT be accepted. FAXED RFSCP'S WILL NOT BE ACCEPTED.**

Mail or deliver complete RFSCP package to:

Duncanville Independent School District
Purchasing Department
307 Crankshaft Drive
Duncanville, Texas 75116

For additional information, please contact the person listed below. **All questions must be submitted by email (see address below) by October 16, 2023. No verbal responses will be provided.** Please note that RFSCP results are **NOT** available by telephone or on our website.

Christi Courson
ccourson@duncanvilleisd.org

PROPOSER IDENTIFICATION: (Please print information clearly.)

Firm Name: _____	Date: _____
Address: _____	Phone: _____
_____	Fax: _____
City/St/Zip: _____	Email: _____

You MUST sign the RFSCP Response Form on page 4 in order for your RFSCP to be accepted.

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RFSCP RESPONSE CHECKLIST

To be considered for award of **this** solicitation, all pages from **Section I, Section VIII and all additional forms listed below, must be completed, signed & returned**, sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFSCP date and time. **You do not have to return Section II – Section VII** to be considered responsive to this solicitation.

Please verify that the documents listed below have been completed, signed, and included in your RFSCP prior to submittal. **TO BE CONSIDERED FOR AWARD, ALL MANDATORY FORMS REQUIRED MUST BE COMPLETED, SIGNED AND RETURNED WITH THIS SOLICITATION.**

Mandatory Forms required to be considered for the Award of this solicitation:

- Completed – Cover Page (page 1)
- Completed – Section I Forms, Declarations & Certifications
- Completed – W-9, Taxpayer Identification Number & Certification – (www.irs.gov)
- Completed – Form CIQ Conflict of Interest Questionnaire – (www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf)
- Completed – Form 1295 Certificate of Interested Parties

How to complete form 1295
(www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html)
- Completed – Form SF-LLL Disclosure of Lobbying Activities
(www.gsa.gov/forms-library/disclosure-lobbying-activities)
- Completed – Section VIII RFSCP Pricing

SECTION I – FORMS, DECLARATIONS & CERTIFICATIONS

RFSCP RESPONSE FORM

The undersigned, in submitting this RFSCP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFSCP; and that he/she has read this entire RFSCP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in *all* sections of this RFSCP.

SUBMITTED BY:

Firm: _____
(OFFICIAL Firm Name)

***MUST BE SIGNED IN INK TO BE
CONSIDERED RESPONSIVE***

By: _____
(Original Signature)

Name _____
(Typed or Printed Name)

Title: _____ (Date) _____
(Type or Printed Title)

Address: _____

City/ST/Zip: _____

Phone #: _____ Fax #: _____

Email: _____

Taxpayer Identification #: _____

***NOTE: Submit copy of Proposer's current
W-9 Form***

Prompt Payment Discount: _____ % _____ Days

I hereby acknowledge receipt of the following addenda (*if applicable*) which have been issued and incorporated into the RFSCP Document. (*Please initial in ink beside each addenda received.*)

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

PROPOSER/VENDOR CERTIFICATION FORMS

DEVIATION/COMPLIANCE SIGNATURE FORM

I certify there are no deviations from the attached specifications, conditions & specific terms. If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFSCP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFSCP award decisions, and the District reserves the right to accept or reject any RFSCP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFSCP document.

- No Deviation
- Yes Deviations

If yes is checked, please list below. Attach additional sheet(s) if needed.

NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this RFSCP, that this company, corporation, firm, partnership or individual has not prepared this RFSCP in collusion with any other Proposer, and that the contents of this RFSCP as to prices, terms or conditions of said RFSCP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFSCP.”

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFSCP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

Signature of Authorized Company Official: _____

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the DISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as

defined by Texas law, from DISD’s property or other location where students are regularly present. DISD shall be the final decider of what constitutes a “location where students are regularly present.” Proposer’s violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or 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.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

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

Signature of Company Official: _____ Date: _____

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

Signature of Company Official: _____ Date: _____

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Duncanville ISD pursuant to this RFSCP on any and all Duncanville ISD campuses or facilities. Vendor will not assign individuals to provide services at a Duncanville ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Duncanville ISD Purchasing Department.

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

Is your company a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Yes _____ No _____

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes _____ No _____

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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.

By submitting this offer and signing this certificate, this Proposer:

- (1) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Signature of Authorized Company Official: _____

MODEL SB 9 CONTRACTOR CERTIFICATION FORM

Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under federal law or the laws of another state.

Certify that [check one]:

[] None of Contractor’s employees are *covered employees*, as defined above.

Or

[] Some or all of the Contractor's employee are *covered employees*. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken

reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

Signature of Authorized Company Official: _____



INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Duncanville Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____ No _____

If you (the vendor) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Duncanville Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Duncanville Independent School District will be billed directly to that governmental entity and paid by that government entity. Duncanville Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.new-epcnt.com/>



Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

A. Membership. Duncanville 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 Duncanville 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.

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Duncanville Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____ No _____

CLEAN AIR & WATER ACT COMPLIANCE

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that 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) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Signature of Authorized Company Official: _____

SB 252 CHAPTER 2252 CERTIFICATION

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

Signature of Authorized Company Official: _____

HOUSE BILL 89 VERIFICATION

The undersigned representative of your Company being an adult over the age of eighteen (18) years of age, verify that the company submitting this response, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Duncanville Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature of Authorized Company Official: _____

GOVERNMENT CODE CHAPTER 2272 CERTIFICATION

Except as otherwise specified in [Chapter 2272 of the Texas Government Code](#), a governmental entity may not enter into a "taxpayer resource transaction" with an abortion provider or an affiliate of an abortion provider.

A "Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. The term does not include the provision of basic public services, including fire and police protection and utilities, by a governmental entity to an abortion provider or affiliate in the same manner as the entity provides the services to the general public. The term includes advocacy or lobbying by or on behalf of a governmental entity on behalf of a governmental entity on behalf of the interests of an abortion provider or affiliate, but does not include:

1. an officer or employee of a governmental entity providing information to a member of the legislature or appearing before a legislative committee at the request of the member or committee.
2. an elected official advocating for or against or otherwise influencing or attempting to influence the outcome of legislation pending before the legislature while acting in the capacity of an elected official; or
3. an individual speaking as a private citizen on a matter of public concern.

Signature of Authorized Company Official: _____

TEXAS GOVERNMENT CODE CHAPTER 2274 SUBTITLE F CERTIFICATION

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND
AMMUNITION INDUSTRIES

Sec. 2274.001. DEFINITIONS. In this chapter:

- (1) "**Ammunition**" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- (2) "**Company**" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.

- (3) **"Discriminate against a firearm entity or firearm trade association":**(A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include:(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- (4) **"Firearm"** means a weapon that expels a projectile by the action of explosive or expanding gases.
- (5) **"Firearm accessory"** means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- (6) **"Firearm entity"** means: (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (B) a sport shooting range as defined by Section [250.001](#), Local Government Code.
- (7) **"Firearm trade association"** means any person, corporation, unincorporated association, federation, business league, or business organization that: (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual; (B) has two or more firearm entities as members; and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.
- (8) **"Governmental entity"** has the meaning assigned by Section [2251.001](#). an officer or employee of a governmental entity providing information to a member of the legislature or appearing before a legislative committee at the request of the member or committee; an elected official advocating for or against or otherwise influencing or attempting to influence the outcome of legislation pending before the legislature while acting in the capacity of an elected official; or an individual speaking as a private citizen on a matter of public concern.

Signature of Authorized Company Official: _____

ACCESS TO RECORDS 2 CFR § 200.336

(a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.*(b)* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.*(c) Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

Signature of Authorized Company Official: _____

DISTRICT PURCHASE ORDER POLICY AGREEMENT

Items and/or services are to be delivered to Duncanville ISD **ONLY** when a district approved purchase order has been e-mailed or faxed to your company. **Under no circumstances, should items and/or services be provided to the District**

without a properly drawn purchase order. If your company provides any item and/or service without a properly drawn District purchase order, you are NOT GUARANTEED PAYMENT and the item and/or service you've provided could be constituted as a donation to the district. Please inform all staff members that handle Duncanville ISD accounts of these procedures.

Duncanville ISD does not guarantee any products or services will be purchased from the awarded vendors during the term of the contract. Campuses, group, departments, and/or individual clubs will determine which products, supplies, equipment, or services they wish to purchase based on the following but not limited to:

- Benefit to school/department or organization, price, availability, or location

Signature of Authorized Company Official: _____

JOB SITE CODE OF CONDUCT

Vendors and their suppliers, installers and all others working on Duncanville ISD schools/projects are required to understand and comply with the following rules & responsibilities. Failure to comply with the following rules & responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers & installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding & agreement to comply with these rules & responsibilities by signing this document.

- 1. ANY CONTACT WITH STUDENTS IS STRICTLY PROHIBITED.**
- Vendors employees, installers & suppliers who will be entering the district site should check in with the Duncanville ISD designated representative.
- Vendors employees, installers & suppliers must wear picture ID badges while on Duncanville ISD property. See criminal background check notification attribute included in this proposal. (pages 5, 7, 18 & 19)
- Vendor's employees, installers & suppliers shall submit such background information when requested by Duncanville ISD to perform criminal background evaluations/investigations.
- No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on Duncanville ISD property where students are present: Any offense against a child, any sex offense, any crimes against persons involving weapons or violence or any felony offense against property; or any other offense that Duncanville ISD believes might compromise the safety of students, staff or property.
- The use of any tobacco products is **PROHIBITED** on District property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco, snuff & vapes.
- Drugs & alcoholic beverages are **PROHIBITED** on District property.
- The use of vulgar or improper language are **PROHIBITED**. Duncanville ISD will determine on a case-by-case basis what constitute vulgar or improper language.
- Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on District property/projects will result in immediate removal from site. Duncanville ISD staff will determine unacceptable behavior.
- District requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate & understand these circumstances & also work with Duncanville ISD to make up any scheduling.
- Vendor's employees, installers & suppliers must be properly dressed in work attire which includes the use of proper work shoes & any personal protection equipment that is needed.
- Vendor's employees, installers & suppliers will promptly leave the District property at the end of each work shift.
- Weapons of any type are not allowed on the job site or parking are. Vendor's employees, installers & suppliers will comply with all state laws & District rules regarding weapon free zones.

I understand and agree to comply with these rules & responsibilities as stated in the job site code of conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules & responsibilities stated above.

Signature of Authorized Company Official: _____

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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, Duncanville 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 _____ (If yes, insert initials of Authorized Representative of vendor.)

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

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

Does vendor agree? YES _____ (If yes, insert 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 Duncanville ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree? YES _____ (If yes, insert 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 Duncanville ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ (If yes, insert 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 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 Duncanville ISD, the vendor certifies that during the term of an award for all contracts by Duncanville 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 _____ (If yes, insert 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 Duncanville ISD, the vendor certifies that during the term of an award for all contracts by Duncanville 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 _____ (If yes, insert 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 subgrants 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 Duncanville ISD, the vendor certifies that during the term of an award for all contracts by Duncanville 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 _____ (If yes, insert the 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 Duncanville ISD, the vendor certifies that during the term of an award for all contracts by Duncanville 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 _____ (If yes, insert the 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 Duncanville ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Duncanville 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 _____ (If yes, insert the initials of Authorized Representative of vendor.)

(J) Procurement of Recovered Materials – Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(K) Certification of Compliance with Texas Family Code 231.006 Provision. As per Section 14.52 of the Texas Family code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following: I, the undersigned Supplier, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(L) Certification of Compliance with Texas Government Code 2274-Prohibition on contracts with companies boycotting certain energy companies Sec. 2274.001. DEFINITIONS. In this chapter:

- (1) "Boycott energy company" has the meaning assigned by Section [809.001](#).
- (2) "Company" has the meaning assigned by Section [809.001](#), except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section [2251.001](#).

Added by Acts 2021, 87th Leg., R.S., Ch. 529 (S.B. [13](#)), Sec. 2, eff. September 1, 2021.

Sec. 2274.002. PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- (b) Except as provided by Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
- (1) does not boycott energy companies; and
 - (2) will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Added by Acts 2021, 87th Leg., R.S., Ch. 529 (S.B. [13](#)), Sec. 2, eff. September 1, 2021.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(M) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(N) Record Retention Requirements for Contracts Paid for with Federal Funds – 2 CFR § 200.333

When federal funds are expended by Duncanville 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 sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(O) Certification of Compliance with the Energy Policy and Conservation Act

When federal funds are expended by Duncanville 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).

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(P) Certification of Compliance with Buy America Provisions 2 CFR § 200.322

Domestic preferences for procurements.

(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.

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 _____ (If yes, insert the initials of Authorized Representative of vendor.)

(Q) Certification of Non-Collusion Statement

Vendor certifies under penalty of perjury that its responses 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 _____ (If yes, insert the initials of Authorized Representative of vendor.)

(R) Certification of Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions. Vendor agrees to comply with all federal, state, and local laws, rules, regulations & ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(S) Certification of Equal Employment Statement

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions and privileges of employment or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract.

Does vendor agree? YES _____ (If yes, insert the 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 under Proposer/Vendor Certification Forms.

Signature of Authorized Representative: _____

REFERENCES

1. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Description of project or work completed: _____

2. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Description of project or work completed: _____

3. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Description of project or work completed: _____

**HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM
COMPLIANCE GUIDELINES & FORMS**

This Form should be completed and signed by the Prime Vendor/Contractor.

- It is the intent of the DISD HUB Program to identify and track true sub-contracting/outsourcing opportunities by prime vendors that build the capacity of smaller HUB/M/WBE companies.
- These forms must be attached to any procurement documents submitted to the DISD and are due at the time of bid/proposal opening.

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the Prime Vendor/Contractor, and that the information and supporting documentation submitted are true and correct. I further understand and agree that, if awarded any portion of the solicitation:

- I will submit Prime Assessment Report – PAR to the District or District’s representative, verifying my compliance with this HUB Utilization Plan (HUP), including the expenditure(s) I have made to subcontractors.
- I must seek approval from the District prior to making any modifications to the HUP.

For additional information about this form, please contact the person listed below. *All questions must be submitted in writing* via e-mail before the question deadline date. *No verbal responses will be provided.*

Christi Courson
ccourson@duncanvilleisd.org

Solicitation # (from page 1) :			
Solicitation Title (from page 1) :			
Prime Vendor / Contractor Name:			
Prime Vendor / Contractor Address :			
	City:	State:	Zip:
Contact Person :		Phone:	Email:
Signature :			

SUMMARY OF UTILIZATION HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

- ◆ A "Historically Underutilized Business" (HUB)...
 - ...is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman.
 - ...is an entity with its principal place of business in Texas, and
 - ...has an owner residing in Texas with a proportionate interest that actively participates in the control, operations, and management of the entity's affairs.
- ◆ A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more of the following:
 - "Minority-Owned Business Enterprise (MBE)" is defined for the purposes of this policy to mean a business enterprise that is at least 51 percent owned by a minority individual or group.
 - "Minority individual" is defined for purposes of this policy to include Black Americans, Hispanic Americans, Asian Americans, Asian-Pacific Americans, Native Americans, or persons with a disability.
 - "Woman-Owned Business Enterprise (WBE)" is defined for purposes of this policy as a business enterprise that is at least 51 persons owned by a woman or women.
- ◆ The Prime Contractor is the vendor that DISD has awarded a contract to.
- ◆ A Sub Contractor is a company that the Prime contractor has hired to provide a portion of the goods/services contracted for:
 - A prime's supplier is not considered a sub-contractor in this definition because the supplier is not needed for the particular goods/services being acquired but are for the general operations of the prime contractor.
 - This would be considered a tier three HUB vendor. At the present time, DISD is not calculating tier three relationships.
- ◆ HUB Programs typically try to identify true sub-contracting or outsourcing opportunities that will help build the capacity of smaller HUB firms at the tier two level.
 - One concern has been "pass through money" which exists when a prime selects a sub for cosmetic purposes and no true sub-contracting or outsourcing opportunity exists.
 - "Pass through money" tends to drive prime prices up and can increase the costs of goods/services.
 - Pass through operations conflicts with the primary purpose of competitive procurement which is to drive costs down.
- ◆ The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
- ◆ The District's HUB participation expectation is **25%** utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications, or revisions to the original contract.

- ◆ The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
- ◆ Failure to be certified as a HUB does not preclude a firm from participating in the District's contracting and purchasing activities.
- ◆ All District bidders/proposers are required to demonstrate positive and reasonably good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
- ◆ Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
- ◆ The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
- ◆ The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
- ◆ Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, and termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
- ◆ The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records, and accounts to authorized officials of the District, state, or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.

PLEASE PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

Question 1. As the prime vendor/contractor, is your company a Historically Underutilized Business (HUB)/ Minority or Woman-Owned Business Enterprise (M/WBE)?

- Yes - Complete section A, questions 2 and 3.
- No - Complete questions 2 and 3.

Section A. Certifying Entity North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) – 8A or SDB, South Central Texas Regional Certification Agency (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin. (If you are not HUB/M/WBE certified, list non-certified.)	Certification Number (If you are not HUB/M/WBE certified, list not applicable “N/A”)	AA – African American; AI – Asian Indian; AP – Asian Pacific American; NA – Native American; HI – Hispanic American; WO – American Women (excludes AA, AI, AP, NA, ,HI women) Ethnicity	Gender

Question 2. Will you use subcontractors as a part of this solicitation?

- Yes – Go to question 3.
- No, I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources. (By answering “No,” complete sections D and E.)

Question 3. Is your subcontractor a HUB/M/WBE?

- Yes - Complete Sections B, D and E.
- No - Complete Sections B, C, D and E.

*HUB Evaluation
Points / Percentage Matrix*

Is the Prime a HUB? Yes Is the Sub a HUB? Yes ● 10 points or 10 %	Is the Prime a HUB? No Is the Sub a HUB? Yes ● 7 points or 7 %
Is the Prime a HUB? Yes Is the Sub a HUB? No ● 4 points or 4 %	Is the Prime a HUB? No Is the Sub a HUB? No ● 0 points or 0 %

Section B.

Subcontractor Utilization (List all subcontractors (minority and non-minority) that will be utilized in this bid/proposal. Non-certified firms will not be counted towards the prime’s HUB/M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its HUB/M/WBE subcontracting goals. Use additional sheets if necessary.)

Subcontractor/ Supplier Name	Contact Person & Phone Number	Certification Agency	Certification #	Ethnicity/ Gender	Service / Supplies to be provided	Estimated Amount	% Of Total Bid
Totals							

Section C. Good Faith Efforts Documentation (Complete this section if subcontractors will be utilized; however, the subcontractors are not HUB/M/WBE.)

	Yes	No
1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	<input type="checkbox"/>	<input type="checkbox"/>
2. Were contracts broken down to provide opportunities for subcontracting?	<input type="checkbox"/>	<input type="checkbox"/>
3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
5. Were subcontracting opportunities advertised in general circulation, trade associations, minority/women-focused media and/or minority chambers of commerce?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did you encourage non-certified M/WBEs to pursue certification status?	<input type="checkbox"/>	<input type="checkbox"/>
7. Were negotiations conducted in good faith with interested M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>

Section D. Past Performance with the DISD HUB Program
 List HUB/M/WBE subcontractors that were utilized on previous Duncanville ISD projects.

DISD Bid # or Interlocal Agreement Information	Name of Project	HUB/M/WBE Subcontractor/Supplier or Joint Venture Partner	HUB/M/WBE Contact Person & Phone Number	Amount or % of Bid

Section E. Mentor Protégé or Joint Venture

	Yes	No
1. Does your company currently participate in a Joint Venture Agreement with a Certified HUB/M/WBE for this solicitation? (If yes, attach a notarized Joint Venture Agreement.)	<input type="checkbox"/>	<input type="checkbox"/>
2. Does your company currently participate in a Mentor Protégé Plan? (If yes, attach a current Mentor Protégé Plan.)	<input type="checkbox"/>	<input type="checkbox"/>

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO DUNCANVILLE ISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, DISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to DISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be accepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as “CONFIDENTIAL.”

Marking information as “CONFIDENTIAL” does not guarantee that the information will be withheld from disclosure. If DISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as “CONFIDENTIAL,” DISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that DISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov’t Code § 552.0222, “contracting information”¹ is public and must be released unless accepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

DISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability DISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or DISD and determined by DISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.** Further, even if Vendor marks information as “CONFIDENTIAL,” **Vendor expressly agrees that DISD may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities, anything required by law to be disclosed, information that either was not submitted or properly submitted to the attorney general by the vendor, or information that the attorney general denies being able to withhold**

Please check **ONLY ONE** of the following options:

¹ “Contracting information” is defined by Tex. Gov’t Code § 552.003(7) as “the following information maintained following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.”

- Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor declares that the information marked by Vendor as “CONFIDENTIAL” contains confidential, proprietary, and/or trade secret information and is accepted from disclosure under Chapter 552, Texas Government Code. Vendor understands that just because the information is marked as confidential it does not necessarily mean it will be withheld.

- Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to DISD and that its proposal and all other information—including any pricing information—submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement.

Signature of Authorized Company Official:

SECTION II – INSTRUCTIONS TO PROPOSERS

1. To be considered for award of **this** solicitation, all pages from **Section I, Section VIII and all additional forms listed on page 3, must be completed, signed & returned**, sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFSCP date and time. **You do not have to return Section II – Section VII** to be considered responsive to this solicitation.
2. A signed hard copy & a flash drive copy are required to be delivered by the RFSCP deadline. Each RFSCP shall be placed in a separate envelope and properly identified with the RFSCP Number, RFSCP Title, Name of Company submitting RFSCP, and the established time and date to be opened.
3. The Proposer is strongly encouraged to read the entire RFSCP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of RFSCP.
3. If any exceptions are taken to any portion of this RFSCP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the RFSCP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFSCP as proposed by the District. The District reserves the right to reject a RFSCP containing exceptions, additions, qualifications, or conditions.
4. The RFSCP response **must be signed** by an individual authorized to contractually bind the company submitting the RFSCP. A failure to sign the RFSCP will cause it to be rejected as non-responsive. RFSCPs must give full firm name and address of Proposer. Person signing RFSCP should show title or authority to bind his/her firm in a contract.
5. RFSCPs **must be received** in the Purchasing Department office **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. **LATE RFSCPs WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted RFSCPs will be considered. The clock located in the DISD Purchasing Department is considered the official time for receiving and opening RFSCPs.
6. Sealed RFSCPs shall be mailed or otherwise delivered to the following address:

Duncanville Independent School District
Purchasing Department
307 Crankshaft Drive
Duncanville, Texas 75116
7. All questions regarding this invitation **must be submitted in writing** (email preferred) to the buyer identified on the first page of this document. Requests for information/interpretation must be received on or before the question deadline date. Only questions answered by formal written addenda will be binding.

Addenda will be posted to the District website. You may obtain the addenda from our internet/web site address at <https://www.duncanvilleisd.org/departments/purchasing/current-bids-rfps> . It is the responsibility of each Proposer to obtain all addenda that pertains to this solicitation. **Proposers who fail to check the website and submit a proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a non-responsive proposal to this solicitation.** Failure to receive such addenda does not relieve Proposer from any obligation under the RFCSP submitted. All formal written addenda become a part of the RFCSP documents. Proposers shall acknowledge receipt of all addenda in the RFCSP Response Form.

8. RFSCPs must remain open for acceptance for a period of **ninety (90) days** subsequent to the opening of

RFSCPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

9. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the Duncanville ISD.
10. All Proposers must execute the forms enclosed (or otherwise requested herein) for the RFSCP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the RFSCP Form must be included with the RFSCP. Failure to provide complete and accurate information may disqualify the Proposer.
13. It is the intent of the Duncanville Independent School District to foster utilization of historically underutilized businesses (HUBS) including Disadvantaged/Minority/Women-Owned Business Enterprises in its procurement activities. The District is particularly interested in receiving RFSCPs directly from HUBS or from joint ventures involving HUB representation.
14. It is the policy of the Duncanville Independent School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, or age in its programs and activities, its educational programs, nor in its employment practices.
15. In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this RFSCP is released until the award.
16. This RFSCP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Duncanville Independent School District, is at any time while the RFSCP is in effect, an employee of any other party to the RFSCP in any capacity or a consultant to any other party of the RFSCP with respect to the subject matter of the RFSCP.
17. Any board member who 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. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. **Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.**
18. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation, or deferred adjudication for the following:
 - A. Any offense against a child
 - B. Any sex offense
 - C. Any crimes against persons involving weapons or violence
 - D. Any felony offense involving controlled substances
 - E. Any felony offense against property
 - F. Any other offense the District believes might compromise the safety of students, staff, or property
19. Vendors who perform work inside the DISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both DISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to

check each building prior to performing any work in that facility. These building materials may include but are not limited to ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestoses containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that DISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact the Maintenance Department at 972-708-2260 for further assistance.

20. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this RFSCP, subject to verification of the same or lower prices and conditions on RFSCP.
21. **The District reserves the right to extend this solicitation 120 days past end of the period of performance should it be determined that doing so would be in the best interest of the District.**

SECTION III – RFSCP REQUIREMENTS AND CONDITIONS

In submitting a RFSCP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFSCP between the vendor and the Duncanville Independent School District. By submitting a RFSCP, each Proposer agrees to waive any claim it has or may have against the Duncanville Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any RFSCP; waiver of any requirements under the RFSCP Documents; acceptance or rejection of any RFSCPs; and award of Contracts, if any. **The District may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character i.e. (Proposal xx-xxx-A). Vendors that have responded successfully to the original or a subsequent proposal do not have to respond other subsequent proposal.**

1. WITHDRAWING RFSCP

RFSCPs deposited with the Duncanville Independent School District (hereinafter called “DISD” or "District") can be withdrawn, upon written request, prior to the time set for opening RFSCPs. A RFSCP may not be withdrawn after the RFSCPs have been opened, and the Proposer, by submitting a RFSCP, warrants and guarantees that the RFSCP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

RFSCPs cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by Proposer or his/her authorized agent.

2. CONSIDERATION OF RFSCP

RFSCPs must be signed, sealed, and delivered to the Duncanville Independent School District Purchasing Department office PRIOR TO the RFSCP due date and time. Unsigned, unsealed, or late RFSCPs will not be considered. After RFSCPs are opened and publicly read aloud, the RFSCPs will be tabulated for comparison on the basis of the RFSCP prices and quantities shown in the RFSCP. The Duncanville Independent School District Board of Trustees reserves the right to reject any or all RFSCPs, to waive technicalities, and to re-advertise for new RFSCPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of RFSCPs and will be tabulated as “net.”

RFSCPs received after the date and time specified **will not** be considered. The Purchasing Department will notify those firms submitting late RFSCPs and will hold documents for pick-up for five (5) business days following late RFSCP notification. **All late RFSCPs which are not picked up by the Proposer within five business days will be discarded.**

3. AWARD CRITERIA (See Section V – RFSCP Evaluation Criteria)

The District reserves the right to award this RFSCP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFSCP.

Regardless of the award of RFSCP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

4. IRREGULAR RFSCP

RFSCPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFSCPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

5. REJECTION OF RFSCP

The District reserves the right to reject any or all RFSCPs, and all RFSCPs submitted are subject to this reservation. RFSCPs may be rejected, among other reasons, for any of the following specific reasons:

- A. RFSCP received after the time limit for receiving bids as stated in the advertisement.
- B. RFSCP containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient RFSCP guaranty, if required.
- E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

6. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and their RFSCPs not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Proposers.
- B. Reasonable grounds for believing that any Proposer is interested in more than one RFSCP for the work contemplated.
- C. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement, and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

7. CONFIDENTIAL OR PROPRIETARY MARKINGS

Any portion of the RFSCP that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

8. NEW MATERIALS

Unless otherwise stated in the specifications, all supplies, and components to be provided under this RFSCP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety),

of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this RFSCP the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.

- A. If items for which RFSCPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. RFSCPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the RFSCPs and are determined by the District to be equal in all material respects to the brand name products referenced.
- B. Should any product be delivered, or service performed which is not as the successful Proposer has purported it to be in its submitting of this RFSCP, said Proposer will be required to correct any deficiencies without additional cost to the District.

10. SAMPLES

Samples and/or product specification documents may be required for items, as specified in Section VII - Special Terms & Conditions/Proposal Specifications. Product specification documents (as required in Section VII - Special Terms & Conditions/Proposals Specifications) shall be submitted with the RFSCP, properly referenced, and clearly marked so as to indicate related RFSCP item. Samples, when requested on Section VII, must be furnished at no cost to the District and will not be returned. **Each sample should be clearly marked with bidder's/proposer's name, RFSCP number, and item number on the RFSCP. DO NOT ENCLOSE IN OR ATTACH RFSCP TO SAMPLE.** DISD assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the RFSCP (not stated on Section VII – Special Terms & Conditions/Proposals Specifications) DISD reserves the right to request samples and/or product specification documents for any merchandise submitted for RFSCP before final selections are made. Samples and/or product specifications requested after RFSCP opening must be received within five (5) calendar days after request.

11. INTER-LOCAL AGREEMENT CLAUSE

DISD is a member of various purchasing cooperatives. If these governmental entities decide to participate in this award, it is assumed that you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply.

Governmental entities utilizing Internal Governmental contracts with DISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than DISD will be billed directly to that governmental entity and paid by that governmental entity. DISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. (See page 8-9)

SECTION IV – GENERAL TERMS AND CONDITIONS

1. TERMS OF PAYMENT

Terms of payment to the successful Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. At the very least, payments will be made in conjunction with the Texas Prompt Payment Act. Payments are not overdue until 30 or 45 days after receipt and interest doesn't accrue on disputed amounts. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING A DISD PURCHASE ORDER NUMBER.**

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

Email your invoice(s) to disdaccountspayable@duncanvilleisd.org. Please include the following items on your invoice document:

- Company Name and Name of Contact
- Remit Address
- Invoice Number
- Invoice Date
- Purchase Order Number
- Ship to Information
- Details of items shipped and/or services rendered
- Total amount due

It is preferred that you email your invoices; however, if you do not have this capability, you may mail your invoice to the following address:

Duncanville Independent School District
 ATTN: Accounts Payable
 710 S Cedar Ridge Drive
 Duncanville, Texas 75137

The District shall have the option of using the District's Credit Card to make purchases from the Proposer. The District's credit card is a credit card in that there will be a small fee which the Vendor will be required to pay, and the Vendor will receive payment directly from the card issuer rather than the District. Any and all fees related to this type of payment are the responsibility of the Vendor. In no case will the District allow increases in prices to offset credit card fees paid by the Vendor, or any other charges incurred by the Vendor, unless specifically stated.

2. TAX EXEMPT STATUS

The Duncanville Independent School District is exempt from State Sales Tax. **DO NOT INCLUDE TAX IN RFSCP PRICES.** Sales Tax Exemption Certificate will be furnished upon request. DISD Tax ID Number is 75-6001336.

3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this RFSCP. Proprietary/Trade Secret information pertaining to this RFSCP may not be withheld from the District or its Authorized

Representative.

4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this RFSCP. Neither acceptance of such Work by the District, nor payment, therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards and shall provide qualified personnel to meet agreed upon schedules.

5. ASSIGNMENT

The successful Proposer may not assign its rights and duties under an award without the written consent of the Duncanville Independent School District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever DISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after DISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and DISD shall have no liability for, any costs under this RFSCP that are not necessary for actual performance of the RFSCP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, DISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

The DISD can terminate any resulting award for this RFSCP with thirty (30) calendar days' notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the DISD to terminate this RFSCP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this RFSCP. **Multi-term agreements are subject to review and ratification at the end of each school year during the term.**

7. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this RFSCP, and such default shall be grounds for the District to terminate any resulting award for this RFSCP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFSCP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFSCP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section IV - General Terms and Conditions.

8. GRATUITIES

The District may, by written notice to the Vendor, cancel this RFSCP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the Duncanville Independent School District with a view toward securing a RFSCP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

9. JURISDICTION

The Purchase Order(s) resulting from this RFSCP shall be enforceable in Dallas County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Dallas County, Texas.

10. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

11. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFSCP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFSCP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree, or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFSCP.

12. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each RFSCP. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this RFSCP shall be delivered F.O.B Destination Duncanville ISD, from point of assembly to the District location(s) specified on each purchase order. **RFSCP PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Duncanville Independent School District, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Proposer.
- C. Deliveries will be made only upon authorization of the Duncanville Independent School District, and

shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:

- All purchases made by the District will be made via DISD purchase order.
 - Do not provide goods/services absent a bona fide, signed purchase order.
 - Do not provide goods/services exceeding the quantities contained on the purchase order.
 - The District will only pay invoices which match the purchase order description, quantity, and price.
- D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the DISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E. Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFSCP price.
- G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.
- H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

13. PERFORMANCE OF SERVICES

- A. Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B. Performance shall be at the location identified in each order.
- C. The scope of this RFSCP and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D. Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFSCP price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, suppliers, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type RFSCP.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any

deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

- I. Failure of Vendor to fully comply with the terms and provisions of this RFSCP shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

14. WARRANTY INFORMATION

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's RFSCP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this RFSCP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

15. INDEMNIFICATION AND HOLD HARMLESS

The vendor shall defend, indemnify, and hold harmless the Duncanville Independent School District, all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFSCP.

16. PRICE INCREASES

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Duncanville area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

17. INSURANCE REQUIREMENTS (See Section VII - Special Terms & Conditions/Bid Specifications)

IF REQUIRED (and stated on Section VII), these requirements apply to all non-Capital Improvement Program construction projects and to the other bids/proposals as required in Section VII – Special Terms & Conditions/Bid Specifications. The successful Proposer will submit the following Certificates of Insurance naming the Duncanville Independent School District as Certificate Holder; the Duncanville Independent School District will be named additional insured on General Liability Certificates. Certificates may be faxed to Duncanville Independent School District, Purchasing Office at 972-708-2279 or emailed to jkaronka@duncanvilleisd.org. The selected Proposer will be required to supply the

insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance. **The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a RFSCP.** Questions concerning insurance requirements should be directed to the Purchasing Office – 972-708-2272 or jkaronka@duncanvilleisd.org .

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
<p>1. Worker’s Compensation</p>	<p>Statutory – The Vendor shall provide and maintain Worker’s Compensation and Employer’s Liability Insurance with a limit of not less than:</p> <p style="text-align: right;"> Each Accident \$100,000 Disease-Policy Limit \$500,000 Disease-Each Employee \$100,000 </p> <p>The Vendor shall require subcontractors to provide insurance for the latter’s employees, unless such employees are covered by a Worker’s Compensation policy furnished by the General Contractor.</p>
<p>2. General Liability</p>	<p>The Vendor shall provide and maintain Comprehensive General Liability Insurance protection including “Products and Completed Operations” coverage with a limit not less than:</p> <p style="text-align: right;"> General Aggregate \$1,000,000 Each Occurrence \$1,000,000 Products-Comp Ops \$1,000,000 </p>
<p>3. Auto Liability Insurance</p>	<p>The Vendor shall provide and maintain during the life of this RFSCP, automobile public liability insurance in amounts of not less than \$300,000 each single occurrence for bodily injury or death (maximum of \$100,000 per person), and \$100,000 for each single occurrence of property damage or destruction. Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by Vendor.</p>

18. BID SECURITY REQUIREMENT (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), RFSCPs shall be accompanied by either an **original** cashier's check, certified check, or money order upon a state bank in the amount not less than five per cent (5%) of the total maximum RFSCP price payable without recourse to the Duncanville ISD, or an **original** bid bond in the same amount from a reliable surety company licensed to do business in the State of Texas. Bid Security serves as a guarantee that the Proposer will enter into a contract and execute a payment and performance bond on any or all projects \$25,000 or above within fifteen (15) days after notice of award.

19. PAYMENT BOND (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), for projects in excess of \$25,000, an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$25,000. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

20. PERFORMANCE BOND (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), for projects in excess of \$100,000, BOTH an **original** performance bond and an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The performance and payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$100,000. Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and the bid bond will be retained by the District as liquidated damages. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

22. 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.

SECTION V – BID/PROPOSAL EVALUATION CRITERIA

In evaluating bids/proposals submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

	Factors	Possible Points or Weighted Averages
1.	purchase price	20
2.	the reputation of the vendor or of the vendor’s goods or services	10
3.	the quality of the vendor’s goods or services	15
4.	the extent to which the goods or services meet the District’s needs	10
5.	the vendor’s past relationship with the District	10
6.	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	10
7.	the total long-term cost to the District to acquire the vendor’s goods or services	10
8.	the District will select the most highly qualified provider of this services on the basis of: <ul style="list-style-type: none"> • demonstrated competence: <ul style="list-style-type: none"> a. experience, etc. • qualifications: <ul style="list-style-type: none"> a. education b. certification, licenses, etc. 	5
9.	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: <ul style="list-style-type: none"> a. has its principal place of business in this state; or b. employs at least 500 persons in this state; and (Form E) 	5
10.	any other relevant factors as specified in the special terms and conditions of this proposal <ul style="list-style-type: none"> a. *delivery time b. Samples c. Long term cost to the District 	5

SECTION VI – PERIOD OF PERFORMANCE

This proposal shall be effective upon board approval through June 30, 2025. Catalog discounts shall remain in effect for the duration of the contract. The District and vendor may, upon mutual consent, extend the contract for four (4) additional one-year periods upon written request of the vendor presented not later than forty-five (45) days prior to the expiration of the contract. The percentage of discount can be adjusted upward or downward on the anniversary of the contract date if agreeable to the District. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

SECTION VII– SPECIAL TERMS AND CONDITIONS/RFSCP SPECIFICATIONS

The district is looking for event planners, decorators, event spaces, DJs, AV consultants, photographers, photo booths, rental services, entertainment & supplies of all types. These events could be for professional development, graduation, banquets, etc.

Glossary of Terms

Services by the hour

Please state the hourly rate you charge.

Service by the day

Please state the daily rate you charge.

Service by the event

Detailed quotes will need to be submitted at time of the request for the event. Just answer yes or no if this is how you charge for your services.

Minimum Hours of Service

Does the company have a minimum number of hours that they must bill? Please state number of hours, if applicable.

Cancellation Notice

Please state the number of hours the company needs to be notified of cancellation of appointment or services being requested. Also, state any fees associated with cancelling an appointment.

Trip Fees

Does the company charge a trip fee? Please include any additional trip or service fees in detail on cost sheet.

SECTION VIII – RFSCP Pricing

Note: This RFSCP form must be used for RFSCP to be considered. Please print your responses VERY CLEARLY

Note: Make sure you read Section VII – Special Terms & Conditions/RFSCP Specifications before filling-in the RFSCP/proposal pricing information.

COST SHEET HAS BEEN POSTED SEPERATELY