



RFP # 24-002

Request for Proposals

**Speech and Language Services
Addendum I**

Issued March 28, 2024

by:

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**Submittal Deadline and Proposal Opening: April 24, 2024 @ 2:00 P.M.
Central Time**

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1.0 NOTICE OF INTENT

Contracts awarded pursuant to this RFP are intended to comply with the federal Uniform Guidance / Education Department General Administrative Regulations (EDGAR), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. It is the intent of Stafford Municipal School District (SMSD) to award one or more contract(s) as a result of this RFP. Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this RFP, including **Section 5.0 Scope of Proposal**, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the District ("Board") in a duly called and posted meeting of the Board. This Contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by government entities, school districts and other public, not-for-profit agencies and organizations. The good(s) or service(s) to be purchased under the awarded Contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ).

- 1.1 **The initial base term of the prospective contract is a period of one (1) calendar year. SMSD may elect, in its sole discretion, to extend any contract awarded pursuant to this RFP for up to four (4) additional one-year renewal terms. The maximum duration of any contract resulting from this RFP is a total of five (5) years, running from the date of execution of the contract by the authorized representative of the District.**
- 1.2 In this RFP and in the Contract, the following terms shall mean as follows:
 - 1.2.1 **"SMSD"** and **"District"** mean the Stafford Municipal School District, a municipal school district established under the laws of the State of Texas, with central administrative offices located at 1633 Staffordshire Road, Stafford, Texas 77477.
 - 1.2.2 **"Vendor(s)"** means the proposer(s) responding to this RFP and vendor(s) to whom a contract has been awarded as a result of this RFP by SMSD. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s) /service(s) listed herein.
 - 1.2.3 **"Contract"** means the contract terms and conditions in **Section 4.0 Contract Terms and Conditions**, as further defined in the Entire Agreement provision of Section 4.43. A contract is exclusively between SMSD and Vendor.

- 1.2.4 “**Best Value**” means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor’s product(s)/service(s), and price, as detailed in **Section 3.0 Evaluation and Award of Proposal(s)**.
- 1.2.5 “**Purchase Order**” or “**PO**” means the agreed-upon purchase order between SMSD and the Vendor. Special terms and conditions agreed to by the Vendor and SMSD may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, bonding, and small or disadvantaged business goals.
- 1.2.6 “**Premium Hours**” means those hours not included in Regular Hours or federal holidays. Premium Hours must be approved by SMSD for each Purchase Order.
- 1.2.7 “**Regular Hours**” means the hours between 8 a.m. and 4 p.m. Monday thru Friday, excluding the following holidays: Presidents’ Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day.
- 1.3 **Time Table**
SMSD anticipates following the time table listed below for this job. The table below is only an estimate and may vary.

TIME TABLE		
Item	Activity	Date
1	RFP Released	March 28, 2024
2	RFP Advertised - 1 st run	March 28, 2024
3	RFP Advertised - 2 nd run	April 4, 2024
4	Pre-Proposal Conference via Zoom	N/A
5	Proposals Due	April 24, 2024
6	Award Date/Board Meeting	TBD

2.0 INSTRUCTIONS TO VENDORS

2.1. Proposal Response Format

To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the format instructions detailed below in preparing and submitting their proposals. It is the responsibility of the Vendor submitting a proposal to make certain that the SMSD Business Office has the appropriate and current company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

2.1.1 Required Format

Vendors shall submit proposals in person or mailed to the address below. The Proposal must be **received** on or before the deadline for the Bid Opening Date.

Submit Proposals to:

Stafford MSD
Business Office
1633 Staffordshire Road
Stafford, Texas 77477

The sealed envelope shall be labeled in the following manner:

<p>Your company name Your return address info</p>	<p>STAFFORD MSD BUSINESS OFFICE 1633 STAFFORDSHIRE STAFFORD, TEXAS 77477</p>
<p><u>RFP# xx-xxx</u> Bid Opening Date/Time:</p>	

If the District opens an improperly labeled bid response prior to the date and time of sealed bid opening, the package will be returned as is, and rejected. The package must be labeled per the instructions in this section.

2.1.2 The following items must be included in the **Proposal**. Failure to include these items may result in non-award.

- 1) Completed 8.0 Vendor Questionnaire
- 2) Completed 9.0 Attachments

- 3) Pricing; Electronic Catalog/Price Lists
- 4) Insurance Coverage Certification
- 5) Address of Vendor's website
- 6) Any applicable certificates (i.e., HUB, SBE/WBE, licenses, etc.)

2.1.3 **Proposal Response Location and Timing**

Proposals shall be received no later than the submittal day and time deadline, at the address listed in Section 2.1.1 above.

2.2 **SMSD Reservations**

SMSD reserves the right to:

- a) Cancel this RFP in whole or in part, at the sole discretion of SMSD.
- b) Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- c) Conduct oral interviews/discussions or presentations necessary to select the Best Value Vendor and/or to obtain competitive pricing.
- d) Reject and/or disqualify any or all proposals received, award contracts for individual products or services as may appear advantageous to SMSD, and/or negotiate separately in any manner necessary to serve the best interests of SMSD.
- e) Waive any formalities, technicalities, or other defects if deemed in the best interest of SMSD and/or request clarification and/or correction by Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- f) Be the sole judge of quality and equality.
- g) Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in SMSD's sole discretion.
- h) Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.
- i) Utilize State of Texas contracts, contracts awarded by other governmental agencies, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest of SMSD, in SMSD's sole discretion, to do so.

2.3 **Financial Responsibility**

SMSD assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors prior to award of a contract pursuant to this RFP.

2.4 **Contracts Involving Federal Funds**

Because at the time of procurement, SMSD may be unable to determine the source of funds to be used for particular contracts, SMSD intends to competitively procure contracts as required by Section 44.031 of the Texas

Education Code and intends to comply with EDGAR for every procurement action for which federal funds may be used. SMSD maintains and uses documented procurement procedures, consistent with State, local and tribal laws and regulations and standards of 2 CFR Part 200, for the acquisition of property or services required under a Federal award or subaward as detailed in 2 CFR § 200.318. SMSD's documented procurement procedures conform to the procurement standards identified in §§ 200.317 through 200.327 of subpart D—Post Federal Award Requirements. SMSD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services. To comply with EDGAR, if it is anticipated that SMSD will use federal funds exceeding the simplified acquisition threshold, SMSD will perform an independent estimate of the value of goods or services in the current market before receiving bids or proposals and after SMSD received bids and proposals, but before awarding a contract, SMSD will also conduct a price or cost analysis and document its findings.

SMSD receives a variety of federal, state, and/or grant funding. Performance by SMSD under any contract entered into pursuant to this RFP may be dependent upon the appropriation and allotment of state/federal/grant funds (a "Prime Contract"), including, but not necessarily limited to, grants/funding from the Texas Education Agency; other federal and/or state funding; and allocation of funds by SMSD. If SMSD is not appropriated or allocated the necessary federal/state/grant funds or its funding under a Prime Contract is eliminated or decreased, or SMSD fails to allocate the necessary funds, then SMSD will issue written notice to Vendor and SMSD may terminate the contract without further duty or obligation to Vendor. Vendor acknowledges that appropriation, allotment, and allocation of funds may be beyond the control of SMSD. Vendor shall strictly comply with all applicable Prime Contract requirements and all applicable flow-down, referenced, and incorporated provisions therein and shall cooperate with SMSD in fulfillment of SMSD's obligations under the Prime Contract.

2.5 **Compliance with Specifications and Contract**

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance of or objection to the terms of the RFP and the Contract terms in **Section 4.0 Contract Terms and Conditions**. Any exceptions to the terms and conditions in the RFP or the Contract must be clearly indicated in the Vendor's submitted proposal. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Contract.

2.6 **SMSD's Code of Silence – Policy CAA (Local)**

SMSD's Board of Trustees has implemented a Code of Silence for procurement of goods and services, as outlined in Board Policy CAA (Local), which provides as follows:

Purpose. The District shall implement a Code of Silence regarding the procurement of goods and services through competitive methods to enforce its commitment to ethical contracting standards and to improve accountability and public confidence.

Definition. For purposes of this policy, "vendor's representative" shall mean an employee, partner, director, Board member, or officer of a potential vendor or consultant, lobbyist, actual or potential subcontractor of a vendor, or any other individual or for-profit or nonprofit organization acting through or on behalf of any person seeking an award or on behalf of a group of interested individuals or members.

Procurement Methods. In accordance with law [see policies CH and CV], the District may purchase goods and services through one of the following procurement methods:

1. Competitive bidding for goods and services other than construction services;
2. Competitive sealed proposals for goods and services other than construction services;
3. A request for proposals ("RFP") for goods and services other than construction services;
4. Any method provided by Chapter 2269 of the Texas Government Code for construction services;
5. A request for qualifications for professional services; and
6. Any other procurement method authorized by state law.

For purposes of this policy, "Competitive Solicitation" shall mean any RFP, bid or other competitive solicitation issued pursuant to one of the foregoing procurement methods.

Applicability. The Code of Silence period applies to the acquisition of goods or services using the procurement methods identified above, as well as renewal periods for contracts previously awarded by the Board of Trustees with renewal options.

"Code of Silence" shall mean a prohibition on any communication regarding any Competitive Solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the SMSD Education Foundation), including a potential vendor or vendor's representative; and

2. A Board member, the Superintendent, the Deputy Superintendent, an Executive Team member, or other District representative who has influence on or is participating in the evaluation or selection process. Furthermore, campaign contributions, gifts, donations, and any other items of value are prohibited between the parties defined above during the Code of Silence period. Also, candidates who have filed for election to the Board of Trustees are subject to these limitations after the date on which the candidate has filed for office. The District shall review historical campaign finance reports to identify campaign contributions for the applicable period and will hold newly elected Board members accountable as existing Board members during the Code of Silence period.

Exceptions. The Code of Silence shall not apply to communication with the District's legal counsel, Chief Financial Officer, or Director of Operations, to the extent that they are not serving on the particular procurement committee, or with any individual specifically designated to be excepted from the Code of Silence in the Competitive Solicitation; provided that any such communications shall be limited to the purpose of obtaining clarification or information concerning the subject solicitation.

An exception shall also apply to specific members of the Board of Trustees and the office of finance for the selection of external auditors or the Board's legal counsel, and to any other specific circumstances approved in writing by the Superintendent.

Nothing contained in this policy shall prohibit any potential vendor or vendor's representative from:

1. Making public representations at scheduled pre-bid conferences or scheduled selection and negotiation committee meetings;
2. Engaging in contract negotiations during any scheduled meeting;
3. Making a public presentation to the Board during any duly noticed public meeting; or
4. Conducting business on contracts previously executed and currently in force.

The potential vendor or vendor's representative shall send all written communication related to the foregoing items 1-4 directly to the Chief Financial Officer.

Nothing in this policy shall prohibit the procurement committee's representative from initiating a contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purpose of obtaining additional clarifying information regarding a response to a Competitive Solicitation. Such contact, and any response thereto, shall be in writing and shall be provided to the members of the applicable procurement committee.

Time Period. The Code of Silence time period shall begin upon the issuance of a Competitive Solicitation. Additionally, the Superintendent or designee may invoke the Code of Silence at any time for any existing or anticipated procurement of goods or services. The authority of the Superintendent or designee to invoke the Code of Silence extends to any procurement method and is not limited to those procurement methods identified in this policy. The Code of Silence time period shall officially end upon execution of the awarded contract by all required parties.

Regardless of the above time period, it is not acceptable for a potential vendor or vendor's representative to participate in determining the scope of work, strategic direction, technical specifications, or evaluation criteria of District projects subject to competitive procurement in a manner that limits fair and open competition or is otherwise prohibited by law.

Notification of Solicitation. The District shall provide public notice of all current procurements that are in the Code of Silence period on a public facing page on the District's website. A weekly e-mail notification containing notice of all procurements that have entered the Code of Silence period since the last e-mail shall also be sent by the Chief Financial Officer to the Board of Trustees, the Superintendent, the Deputy Superintendent, senior staff members, department heads, directors, managers, or other District representatives who have influence on or are participating in the evaluation or selection process for each Competitive Solicitation. The weekly e-mail notification is provided as a courtesy. Board members, candidates who have filed for election to the Board, and District employees are responsible for regularly reviewing the list of procurements subject to the Code of Silence maintained on the District's website before any interaction with a potential vendor.

Violation. Any suspected violation of this policy shall be investigated by the Chief Financial Officer or an outside law firm and may result in any of the following being deemed void or voidable:

1. Any recommendation for award;
2. Any Competitive Solicitation award;
3. Any bid award to the potential vendor or the vendor's representative; or
4. A vendor's contract.

The potential vendor or vendor's representative determined by the Board of Trustees to have violated this policy shall be subject to debarment from bidding and contracting activities of current and future projects for a period up to two calendar years. In addition to any other penalty provided by law, violation of this policy by a District employee may subject the employee to disciplinary action up to and including termination. Board members and candidates who have filed for election to the Board determined by the Board of Trustees to have violated the Code of Silence or received campaign contributions, gifts, donations, or any other items of value prohibited under this policy shall abstain

from voting on all matters relating to the particular vendor with whom the Board member engaged in a violation of the Code of Silence for a period up to two calendar years and may be subject to additional action as deemed appropriate by the Board of Trustees.

In the event that a Board member or candidate unknowingly accepts a campaign contribution, gift, donation, or any other item of value from a vendor representative during the Code of Silence, the Board member or candidate shall have the duty to return the contribution, gift, donation, or other item of value within ten calendar days after becoming aware of the conflict with this policy.

Formal Complaints. This policy is not intended to prohibit contractors or their representatives from issuing formal complaints or concerns about potential conflicts of interest during the Code of Silence. Any such complaints or concerns should be communicated in writing to the Chief Financial Officer.

3.0 EVALUATION AND AWARD OF PROPOSAL(S)

3.1 **Award of Contract**

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by SMSD to be the Best Value to SMSD, based on the criteria set forth within this document. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

3.2 Intentionally omitted.

3.3 **Competitive Range**

It may be necessary for SMSD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

3.4 **EDGAR Conflict of Interest Requirements**

In accordance with federal EDGAR requirements, 2 CFR § 200.318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of SMSD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through SMSD's written procedures, SMSD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through SMSD's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the Board President and addressed through SMSD Board policies.

3.5 **Deviations and Exceptions to Requirements**

Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

3.6 **Addenda, Clarification and/or Discussions**

Any interpretations, corrections, additions, or changes to this RFP will be communicated to vendors by the issuance of an addendum. It is the responsibility of the vendor, prior to submitting the proposal, to determine whether any addenda were issued. All vendors shall comply with the requirements specified in any addendum issued by SMSD.

SMSD may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between SMSD and Vendor can also take place after the initial receipt of proposals. SMSD reserves the right to conduct discussions with all, some, or

none of the Vendor(s) submitting proposals. SMSD will not assist the Vendor in the revision or modification of its proposal, nor will SMSD assist the Vendor in bringing its proposal to the same level of other proposals received by SMSD.

Questions related to the RFP shall be directed to SMSD Business Office, Kendra Jackson, Purchasing Specialist, at purchasing@staffordmsd.org no less than five (5) business days prior to the submittal deadline date. SMSD will not answer verbal questions; all prospective vendors' questions and SMSD's answers will be listed online in the form of an addendum.

3.7 **No Guarantee of Quantities**

SMSD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. SMSD makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP. However, Vendors are expected to carry sufficient inventories to service the needs of SMSD and shall furnish all required goods and/or services to the District at the stated price, when and if required. The District makes every effort to be as accurate as possible when providing estimated quantities; however, quantities for purchases paid for with Child Nutrition funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, SMSD production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

Because all commodities will be provided on an "as needed" basis, SMSD makes no representation either orally or in writing to the amount of commodities, services, or related items SMSD will use during the Term of the Contract.

3.8 **SMSD's Supplier Diversity Program / Minority and Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Participation**

SMSD's Supplier Diversity Program

SMSD's supplier diversity program ensures that the District shall use its best efforts to inform small, women-owned, and minority-owned businesses of current and future purchasing activities. Pursuant to SMSD Board Policy CH (Local), the District shall encourage the participation of these businesses in purchasing of all goods and services. All solicitations issued by the District shall include a supplier diversity program form that is to be completed and submitted with the bid response. The form is included in Section 9.0 Attachments.

SMSD's MWBE, HUB, and SBE Participation

In addition to SMSD's Supplier Diversity Program, SMSD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. The Vendor shall also indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal, and provide a copy of the certificate(s) in the proposal submission.

SMSD takes (and when federal funds are expended by SMSD, Vendor is required to take) all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority, and women owned firms for any subcontracting opportunities, including, but not limited to, placing qualified small and minority businesses and women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority

businesses, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontractors are to be let, to take the same steps as listed in this paragraph.

3.9 Formation of Contract (Execution of Offer)

A response to this RFP is an offer to contract with SMSD based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is accepted by SMSD after approval by the SMSD Board of Trustees. A contract is formed when SMSD's Superintendent signs the Signature Form. The Vendor must submit a signed Signature Form, thus eliminating the need for the formal signing of a separate contract.

3.10 Multiple Awards

SMSD reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with SMSD. SMSD may make multiple awards; this fact should be taken into consideration by each Vendor.

3.11 Non-Exclusive Contract

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and Contract that it is for the sole convenience of SMSD. SMSD is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or purchasing activity with other suppliers at any time, in SMSD's sole discretion. Nothing in this contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to SMSD. During the term of this contract, SMSD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

3.12 Disqualification

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage. A Vendor may also be disqualified before or after the proposals are opened in the event Vendor is out of compliance with an existing contract with SMSD.

3.13 Environmental Initiatives

SMSD is committed to reducing waste and promoting energy conservation. Toward that end, Vendors responding to this RFP are encouraged to provide their company's environmental policy and green initiative.

3.14 Interpretation

This RFP represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

3.15 Return of Proposals; Withdrawal of Proposals

A Vendor may request the return of its proposal within five (5) business days of the proposal deadline. After that time, SMSD will not return proposals to Vendors. Vendors should be aware that the District will retain a copy of all materials submitted, and the information will remain subject to the Texas Public Information Act. A Vendor may withdraw its submitted proposal prior to the deadline for the submission of proposals by written and signed request, which request must be delivered to SMSD at the address listed in Section 2.1.1 no later than the business day prior to the deadline for the submission of proposals.

3.16 **Non-Collusion Statement**

Vendors are required to certify a **Non-Collusion Statement**. (See **Section 9.0 Attachments**) Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing , and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against SMSD or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

3.17 **Open Records Policy**

SMSD is a governmental body subject to the Texas Public Information Act. SMSD shall comply with the Texas Public Information Act in the event SMSD receives an open records request for information relating to proposals submitted in response to this RFP. Proposals submitted to SMSD as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. SMSD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

3.18 **Preferences**

SMSD may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by SMSD in a Child Nutrition Program. See TEXAS GOV'T. CODE §2252.001-.004; 2 C.F.R. § 200.319.

3.19 **Responsible Vendor**

SMSD may only award contracts to Responsible Vendor(s) who possess the ability to perform successfully under the terms and conditions of a proposed procurement contract. A Responsible Vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein. When determining if a vendor is responsible, SMSD will consider the vendor's integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.20 **Responsive Proposal**

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP.

3.21 **Similar Products or Materials**

Whenever product(s), article(s), and/or material(s) are referred and/or defined by SMSD in this RFP by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product(s), article(s), and/or material(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

3.22 **Material Changes**

In the event federal Child Nutrition funds are used, if a material change (as that term is defined by TDA rules and regulations) to a contract entered into between SMSD and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, SMSD may issue a new procurement solicitation for the goods or services procured under the previously-existing contract. "Material change" for purposes of this Section 3.22 means a change made to a contract after the contract has been awarded that alters the terms and conditions of the contract substantially enough, that, had other Vendors known of the change in advance, they may have bid differently and more competitively.

3.23 **Product Recall**

If a product recall is instituted on an item that has been furnished and delivered to SMSD, Vendor must immediately notify the SMSD representative who signed the Purchase Order and SMSD's Chief Financial Officer at dnorman@staffordmsd.org with all pertinent information regarding the recall.

3.24 **Appeal/Protest Process**

Any Vendor who submitted a proposal may appeal SMSD's award, if the appeal is based on deviations from laws, rules, regulations, or SMSD Board policies. SMSD Board Policy GF (Local) applies to any Vendor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Vendor shall submit a complaint/appeal form by hand-delivery, electronic communication, including email and fax, or U.S. mail, to SMSD's Chief Financial Officer. Complaints/appeals must be received by the close of business on or before the 15th SMSD business day after award of the contract. In the event Vendor is unsure about the award of the contract, it is the Vendor's responsibility to contact the SMSD Business Office on the next business day after the award is announced and verify details concerning the award.

3.25 **Sole Source**

In order to become a Sole Source Vendor, a vendor must meet the requirements of Texas Education Code § 44.031 (j) Sole Source, as described below.

Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly
- Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment
- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

It is incumbent upon the District to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with SMSD as a Sole Source Vendor, SMSD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to:

Stafford MSD
 Attn: Business Office
 1633 Staffordshire Road
 Stafford, Texas 77477

SMSD reserves the right to decide if your company is a qualified Sole Source Vendor.

3.26 Evaluation of Proposals

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible vendor(s) whose proposal(s) is/are determined, after evaluation by the SMSD Business Office, to be the Best Value to SMSD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document. A committee selected by SMSD will review and evaluate all proposals and make a recommendation to the SMSD Board of Trustees. SMSD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

Evaluation Factors	Weighted Value
Price	40
<ul style="list-style-type: none"> • Overall Cost of Products/Services • Pricing as determined by the proposal submitted • Pricing may also be based upon usage and coverage • Warranty Terms and Conditions 	
Vendor's experience and reputation, and reputation of Vendor's products/services	15
<ul style="list-style-type: none"> • References from local governmental entities • Local government agencies within the past 5 years • Other projects completed within the past 10 years 	
Vendor's compliance with RFP specifications	10
<ul style="list-style-type: none"> • Delivery schedules, product or service specifications 	
Quality of Vendor's products/services and extent to which the products/services meet SMSD's needs:	20
<ul style="list-style-type: none"> • Quality of Vendor's Products/Service, including product guarantees • Demonstrated Ability to Perform • Timeliness 	
Impact on the ability of SMSD to comply with laws and rules relating to HUB/MWBE/SBE	0
Whether Vendor's financial capability is appropriate to the size and scope of the project, and the total long-term cost to SMSD to acquire the products/services	10
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:	0
<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 state¹ 	
Vendor's past relationship with SMSD	5
TOTAL POSSIBLE POINTS:	<u>100</u>

¹ As a general rule, SMSD may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319. However, SMSD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 7 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

4.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions: (1) apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached; and (2) are part of the final contract in each product and/or service contract awarded as a result of this RFP and are part of the terms and conditions of each Purchase Order or other bid/proposal forms issued in connection with this RFP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by SMSD and eliminated from further consideration by SMSD.

CONTRACT BETWEEN STAFFORD MUNICIPAL SCHOOL DISTRICT AND ("VENDOR")

This Contract is entered into between Stafford Municipal School District (SMSD) and Vendor, having submitted a proposal in response to this RFP issued by SMSD and whose proposal has been accepted and awarded by SMSD. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SMSD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

4.1 Definitions

The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the RFP.

4.2 Contract Terms; Amendment

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by SMSD and Vendor. Further, no amendment of this Contract shall be permitted unless first approved in writing by SMSD, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the SMSD Superintendent or his designee after any necessary approvals have been obtained from the SMSD Board of Trustees. In the event that a Vendor has an existing SMSD contract in the same contract title, upon award the new contract will immediately supersede the older contract.

4.3 Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of one (1) calendar year, , with SMSD having the option to renew the Contract for four (4) additional one-year terms, in SMSD's sole discretion, unless otherwise specified in **Section 5.0 Scope of Proposal**. Consequently, the maximum duration of any Contract resulting from this RFP is a total of **five (5)** years, running from the date of execution of the contract by the authorized representative of the District. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether the initial term or a renewal term.

4.4 Termination of Contract; Survival

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of SMSD and Vendor.

In the event of a breach or default of the Contract and/or the RFP by Vendor, SMSD reserves the right to enforce the performance of the Contract and/or the RFP in any manner prescribed by law or deemed to be in the best interest of SMSD. SMSD further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Contract, the RFP, and/or a Purchase

Order or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP. SMSD also reserves the right to terminate the Contract immediately, with written notice to Vendor, if SMSD believes, in its sole discretion, that it is in the best interest of SMSD to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a change made to a contract after the contract has been awarded that alters the terms and conditions of the contract substantially enough, that, had other Vendors known of the change in advance, they may have bid differently and more competitively. Upon the expiration of the Contract's term, SMSD may issue a new procurement solicitation for the goods or services procured under the previously-existing contract.

Vendor agrees that SMSD shall not be liable for damages in the event that SMSD declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

4.5 **Buy American Provision; Prevailing Wage Rates**

Buy American

The Buy American provision, set forth in 7 C.F.R. § 210.21(d), requires that participants in the National School Lunch Program and the School Breakfast Program use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. 7 C.F.R. § 210.21(d) defines a "domestic commodity or product" as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically and processed into final end products in the United States.

If applicable, SMSD requires Vendor to certify whether its products are "domestic commodity[ies] or product[s]", as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to SMSD, as well as any other documentation requested by SMSD to demonstrate that purchases are compliant with the Buy American provision, including but not limited to compliant product labels and the required descriptions on delivery invoices and receipts. Vendors' contracts and invoices must state that all food products will meet the Buy American provisions.

When USDA Foods items are made into processed end products, 51 percent of resulting food products must be of United States origin, and the food products must be manufactured/processed in the United States. Pursuant to USDA/TDA regulations, if SMSD receives USDA Foods products that do not meet the Buy American requirements, SMSD must refuse delivery and report the issue to TDA immediately.

If Vendor is repetitively unable to provide domestic food products, SMSD may require Vendor to provide evidence that Vendor is capable of fulfilling the specifications, technical requirements, terms, and conditions of the Contract and specifically, the Buy American provision. If SMSD determines that Vendor is not capable of fulfilling the specifications, technical requirements, terms, and conditions of the Contract and/or specifically, the Buy American provision, SMSD may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision. Vendor certifies that it will adhere to the documentation requirements for the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by SMSD, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate and an exception is allowed, using the United States Department of Agriculture (USDA)-prescribed questions in making the decision. See "Requirements for an Exception," Texas Department of Agriculture (TDA) ARM Section 17b Buy American, at p. 18 (July 28, 2022). Vendor agrees to provide information to the District, by occurrence, that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions. To be considered for an exception to the Buy American provision, Vendor must submit a good faith request for an exception, certifying that the Vendor reasonably believes that:

- a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and/or
- b) the costs of a U.S. product are significantly higher than the non-domestic product.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, Vendor's response to the procurement solicitation will be considered non-responsive, and SMSD may decide not to purchase from Vendor and/or SMSD may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, SMSD may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirements.

Vendor further agrees that any and all subcontract(s) entered into for the performance of the RFP and Contract shall contain a provision requiring compliance with the Buy American requirements herein specified, binding upon each subcontractor.

Vendor accepts the terms and conditions set forth above for procurements and purchases involving federal Child Nutrition funds.

Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258 and any related federal requirements applicable to this Contract and to this RFP by SMSD.

4.6 **Change Orders**

Pursuant to TEX. EDUC. CODE § 44.0411(a), if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, SMSD may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. A Purchase Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411 by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

4.7 **Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to SMSD. Vendor understands that Vendor is ineligible to receive a contract award with SMSD if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to SMSD at cost as part of the Purchase Order, unless the permits are provided by SMSD. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in SMSD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. Vendor is responsible for being acquainted with and complying with Texas's requirements. When required or requested by SMSD, Vendor shall furnish SMSD with satisfactory proof of Vendor's compliance with this provision.

4.8 **Confidentiality**

Vendor and SMSD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and SMSD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that SMSD is subject

to the Texas Public Information Act, and Vendor waives any claim against and releases from liability SMSD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor or SMSD and determined by SMSD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

4.9 Performance and Payment Bonds

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. SMSD will include the performance and payment bonds requirement in the specifications section of any solicitation if performance bonds and/or payment bonds are required. Additionally, Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

4.10 Title and Risk of Loss

Whenever SMSD is purchasing (and not leasing) an item under this Contract, title and risk of loss shall pass upon the later of SMSD's acceptance of the item or payment of the applicable invoice.

4.11 Warranty Conditions

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of SMSD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the RFP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the RFP, or Purchase Order.

4.12 Criminal History Review

Section 9.0 Attachments—Ch. 22 Contractor Certification: Contractor Employees Form must be filled out and submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with SMSD to provide services, Vendor must comply with all requirements relating to criminal history information required by Tex. Educ. Code Chapter 22. Vendor must also ensure subcontractors' compliance with Tex. Educ. Code, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at SMSD locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify SMSD in writing within three (3) business days. If SMSD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by SMSD through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on SMSD's project/contract. The criminal history record information review obligation applies if Vendor contracts with SMSD to provide services; it does not apply to a contract for the purchase of goods or real estate.

- 4.13 **Customer Support**
Vendor shall provide timely and accurate technical advice and sales support to SMSD and SMSD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to SMSD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by SMSD.
- 4.14 **SMSD Property**
In the event of loss, damage, or destruction of any property owned by or loaned by SMSD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify SMSD and pay to SMSD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of SMSD's determination of the amount due. If Vendor fails to make timely payment, SMSD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by SMSD.
- 4.15 **Tax Exempt Status**
SMSD is tax-exempt, and SMSD shall not pay taxes for goods and/or services provided under this Contract. Proposal prices should not include taxes. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. SMSD shall not be liable for any taxes resulting from this Contract.
- 4.16 **State of Texas Franchise Tax**
By submitting a proposal in response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.
- 4.17 **Tax Responsibilities of Vendor and Indemnification for Taxes**
Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold SMSD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.
- 4.18 **IRS W-9**
In order to receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with SMSD.
- 4.19 **Assignment of Contract**
Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of SMSD. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or work order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of SMSD.
- 4.20 **Notification of Material Change**
Vendor is required to notify SMSD when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.
- 4.21 **Performance**
Vendor agrees to use best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses,

transportation, insurance, material, and supplies necessary to complete any scope of work and Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

4.22 **Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to SMSD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between SMSD and any such subcontractor, nor shall it create any obligation on the part of SMSD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

4.23 **Non-Appropriation**

Renewal of this Contract, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on SMSD by this Contract, SMSD shall have the right to terminate this Contract or Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of SMSD if it is determined by SMSD, in SMSD's sole discretion, that there are insufficient funds to extend this Contract, or any Purchase Order. The parties agree that this Contract and/or any Purchase Order are commitments of the current revenue of SMSD only.

4.24 **Ordering Procedures**

Purchase Orders are issued by SMSD to the Vendor according to this Contract. A purchase order will not be executed until the District wishes to purchase the specified product and/or services. The purchase order cannot be re-used; a new purchase order must be issued and executed if additional product(s) and/or service(s) are required. SMSD shall not be responsible or liable for any payment to the Vendor for any goods and/or services unless a purchase order is issued and signed by an appropriate and authorized individual from SMSD and delivered to the Vendor. Each SMSD purchase order shall indicate "formal bid."

4.25 **Invoices; Payments**

- 4.25.1 Vendor shall submit invoices directly to SMSD at the address indicated below or via email to ap@staffordmsd.org. Each invoice shall include SMSD's Purchase Order number. All invoices shall be itemized to include the type and quantity of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during SMSD's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of SMSD's receipt shall be made available upon request by SMSD.

Each invoice shall be itemized and submitted to:

Stafford MSD
 Attention: Accounts Payable
 1633 Staffordshire Road
 Stafford, Texas 77477
 or via email to: ap@staffordmsd.org

SMSD will make payments directly to Vendor.

- 4.25.2 In accordance with Texas Government Code § 2251.021, payments are due to Vendor by SMSD, whose governing body meets only once a month or less frequently, **within forty-five (45) days** after the later of the following: (1) the date SMSD receives the products and services under the Contract; (2) the date the performance of the service under the Contract is

completed; or (3) the date SMSD receives an invoice for the products or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from SMSD not later than the **tenth (10th) day** after the date the Vendor receives the payment from SMSD.

The exceptions to payments made by SMSD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Contract.

In addition to all other rights and remedies that SMSD may have, SMSD shall have the right to setoff, against any and all amounts due to Vendor by SMSD, whether due under this Contract or any other agreement between SMSD (including any division of SMSD) and Vendor, any sums to which SMSD is entitled under this Contract, as determined by SMSD in its sole discretion, including, without limitation, sums due by Vendor to SMSD as a result of indemnification obligations and/or warranty claims.

4.26 **Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All price changes shall be presented to SMSD for acceptance or rejection by SMSD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by SMSD prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

4.27 **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to SMSD under this Contract. These records and accounts shall be retained by Vendor and made available for review, copying, and audit by SMSD for a period of **not less than three (3) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt by SMSD of Vendor's final invoice or claim for payment in connection with this Contract, or the date SMSD makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by SMSD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.28 **Right to Review, Audit and Inspect**

SMSD, any federal agency that has awarded federal funds/grant(s) to SMSD, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase

Orders resulting from this Contract and records which may have a bearing on matters of interest to SMSD in connection with the Vendor's work for SMSD, and shall be open to inspection and subject to audit/review and/or reproduction by SMSD, and/or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- Vendor's compliance with this Contract and the requirements of the RFP,
- Compliance with procurement laws and SMSD policies and procedures, including, without limitation, reviewing/comparing pricing on invoices for SMSD,
- Compliance with provisions for computing billings to SMSD, and /or
- Any other matters related to this Contract.

4.29 **Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS SMSD, INCLUDING SMSD'S TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by SMSD.

4.30 **Governing Law and Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. The mandatory, exclusive jurisdiction for any dispute under this Contract is in the state and federal courts located in Houston, Harris County, Texas.

4.31. **Multiple Contract Awards; Non-Exclusivity**

SMSD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of SMSD. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to SMSD. During the Term of this Contract, SMSD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. In the event that a Vendor has an existing SMSD contract in the same contract title, upon award the new contract will immediately supersede the older contract.

4.32 **New Products**

New products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from SMSD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. SMSD may reject any proposed additions, without cause, in its sole discretion.

4.33. **No Substitution**

Any order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the RFP. Unless otherwise agreed to in advance by SMSD, Vendor shall not deliver substitutes without prior written authorization from SMSD.

4.34 **Penalties**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract or the

RFP, SMSD may take the following action(s), in the sole discretion of SMSD, and Vendor agrees to comply with SMSD's action(s):

- Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal;
- Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal (as determined by SMSD);
- Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- Recommend to SMSD's Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to SMSD and/or that this Contract be terminated.

4.35 **Safety**

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by SMSD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by SMSD. Vendor shall indemnify and hold SMSD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

4.36 **Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on SMSD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on SMSD's property.

4.37 **Insurance**

Vendor is required to provide SMSD with copies of certificates of insurance, naming SMSD as additional insured for Texas Workman's Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract**. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to SMSD prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas, and shall be acceptable to SMSD. Vendor shall give SMSD a **minimum of ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below.

Minimum Insurance Requirements:

- Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor's liability.
- All policies of insurance shall waive all rights of subrogation against SMSD and SMSD's officers, employees, and agents.
- Upon request, certified copies of original insurance policies shall be furnished to SMSD.
- SMSD shall be named as an "additional insured" on all insurance policies.

- SMSD reserves the right to require additional insurance should SMSD deem additional insurance necessary, in SMSD's sole discretion.
- A. Workers' Compensation (with Waiver of subrogation to SMSD) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- B. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.
 - \$300,000 each occurrence Limit Bodily Injury and Property Damage combined.
 - \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate.
 - \$300,000 Personal and Advertising Injury Limit.
- C. Automobile Liability Coverage:
 - \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

4.38 **No Agency or Endorsements**

It is the intention of the parties that Vendor is independent of SMSD, is an independent contractor, and is not an employee, agent, joint venturer, or partner of SMSD, and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between SMSD and Vendor or SMSD and any of Vendor's agents. SMSD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that SMSD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

4.39 **Equal Opportunity**

It is the policy of SMSD 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.

4.40 **Force Majeure**

Neither SMSD nor Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Contract are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has

occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, SMSD shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of SMSD's contractual, legal, or equitable rights.

4.41 Severability

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.42 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

4.43 Entire Agreement

The Contract, the RFP issued by SMSD, and Vendor's proposal submitted in response to SMSD's RFP, and the attached and incorporated attachments, addendum, and/or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFP issued by SMSD or Vendor's proposal submitted in response to SMSD's RFP, this Contract shall control. In the event of a conflict between the RFP issued by SMSD and Vendor's proposal submitted in response to SMSD's RFP, SMSD's RFP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order or work order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

4.44 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

4.45 Notice

Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

4.46 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

4.47 **Use by other governmental entities.**

Pursuant to applicable law, including the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code), SMSD may permit other governmental entities to “piggy-back” onto an existing contract between SMSD and Vendor entered into as a result of this RFP. In the event that the Vendor’s proposal becomes an awarded Contract, the Vendor’s proposal, including all pricing information, may be provided to a requesting governmental entity desiring to establish separate, independent contracts with Vendor. **Vendor expressly agrees that SMSD may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities.** Governmental entities are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between SMSD and Vendor. However, there is no obligation on either party to participate unless both parties agree. If another governmental entity chooses to utilize a contract established by this RFP and subsequent Contract, contracts will be awarded individually by those governmental entities, and products/services would be provided under the same contract pricing and purchasing terms established by this RFP. Any such separate, independent contract developed as a result of this RFP and/or the Contract is exclusively between such other governmental entity and Vendor and shall have no effect or impact on SMSD or SMSD’s contract with Vendor. It is expressly understood that SMSD shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section.

5.0 SCOPE OF PROPOSAL

- 5.1 It is the intention of SMSD to establish one or more contracts with vendors to provide speech and language services. The intention of this Request for Proposals (RFP) is to solicit proposals from qualified vendors. SMSD is utilizing the Request for Proposals (RFP) method for the procurement of these products and/or services in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals. SMSD is looking to obtain proposals from vendors that can provide speech and language services.
- 5.2 Vendors are encouraged to offer any applicable terms and conditions that Vendor believes should be included for any additional product or service. SMSD reserves the right to accept or reject any items offered by Vendor pursuant to this section.
- 5.3 Awards will be made to the successful Vendor(s) for the total line of products and services submitted. Proposals can be made for any or all services and products described herein. Awards will be based on the criteria set forth within this document. SMSD reserves the right to award contracts to multiple Vendors if these Vendors offer items that are unique and have value to SMSD. SMSD shall comply with the Texas Public Information Act in the event SMSD receives an open records request for information relating to proposals submitted in response to this RFP.

The terms and conditions listed below apply to all categories and lots within **the necessary equipment**. Each category and lot contain additional terms, conditions, and specifications. If there is a conflict between category or lot terms and conditions and those listed below, the category or lot terms and conditions shall take precedence.

- 5.4 **Vendor is required to ensure that the Purchase Order includes the following, as applicable:**
- The contract number, lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items.
 - The date for commencing services and/or delivery of products (“work”). Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor’s control must be reported to SMSD’s authorized representative immediately.
 - Compensation for received work, terms of progress payments, and a schedule of payments. SMSD retains the right to extend the schedule of work/delivery time or to suspend the work and to direct the Vendor to resume work when appropriate. The Purchase Order must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through SMSD as allowed in the Contract or RFP.
 - A schedule for performance of work that can be met without planned overtime, which shall be Vendor’s responsibility.
 - Terms for acceptance by SMSD and title to work must be clearly agreed upon and described. If any part of the work requires SMSD to assume control prior to the completion, this must be defined. Vendor and SMSD must agree on the definition of what constitutes final acceptance before payment of any retained compensation.
- 5.5 **For each Purchase Order, the following shall apply:**
- After the Purchase Order is signed, a copy of the Purchase Order shall be sent to the awarded vendor.
 - Each individual vendor may be limited to work at a single facility, and SMSD and Vendor will work together to write the description of the Scope of Work to be performed within the Purchase Order. Descriptions may be written, by sketch, and/or by drawing and should

include the location where work is to be performed, whether work may be performed during Regular Hours, the project completion time, and the price to be paid for the work.

- The Vendor shall perform the scope of work within the project completion time and for the fixed price of the Purchase Order.
- No work shall be performed until a written and signed Purchase Order has been issued by SMSD. Any work performed under a Purchase Order before the Vendor's receipt of the written and signed Purchase Order is at the Vendor's risk.
- The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by the Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Purchase Orders sent in the last 30 days of a Term should be sent "Return Receipt Requested". Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the completion/delivery time stated in the Purchase Order, and the rights and obligations of the Vendor and SMSD with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.
- The Vendor may not refuse to perform any project requested by SMSD unless such project is unlawful.
- SMSD also reserves the right not to issue a Purchase Order if such non-issuance is in SMSD's best interest, as determined by SMSD in its sole discretion. Regardless of such non-issuance, the Vendor shall not recover any costs arising out of or related to the development of the Purchase Order.

6.0 SPECIFICATIONS

- 6.1 It is the intention of SMSD to establish one or more contract(s) with highly qualified Vendor(s) to provide **speech and language services**. Vendor(s) shall, at the request of SMSD, provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section **4.0 Contract Terms and Conditions**. Vendor shall assist SMSD with making a determination of its individual needs, as stated below.

To meet the special needs of a segment of the student population at Stafford Municipal School District, it will be necessary for the District to retain Speech and Language services, on an independent contractor basis. The services will be provided to those students in need of additional support to enhance their educational experience.

The District is seeking qualified vendors to provide Speech and Language services to designated SMSD students by licensed, registered, and/ or certified Speech and Language Pathologist. The qualifications and services requested will include but not limited to:

Qualifications:

--Licensure by Texas Department of Licensing and Regulation and Texas Speech Language

Association

--School -based experience preferred

Responsibilities:

- Speech/Language Screening – (includes teacher and parent consult, student observation, teacher interview, parent interview, screening of student in suspected area of speech/language disability, professional diagnostic).
- Initial Speech and Language Evaluations – (includes teacher and parent consult, student observation, teacher interview(s)/data collection, parent interview(s), student speech/language evaluation in area of suspected disability, professional diagnostic determination of speech/language special education eligibility, speech and language recommendations, review of evaluation results and parent, speech and language evaluation report).
- Triennial Speech and Language Re-Evaluations – (includes review of existing speech/language evaluation data, teacher and parent consult, student observations, teacher interview(s)/data collection, parent interview(s), student speech/language evaluation in areas(s) of speech and language disability, professional diagnostic determination of continued speech special education eligibility or dismissal, speech and language recommendations, speech and language re-evaluation report).
- Speech and Language Review of Existing Evaluation Data (REEDs) – (includes review of existing speech/language evaluation data teacher and parent consult student, interview(s), professional diagnostic determination of need for additional testing in other areas and/or professional diagnostic determination of continued need for speech and language intervention services, speech and language recommendations, speech and language REED report).
- Admission, Review and Dismissal (ARDs)-(includes update of speech and language Present Levels of Academic Achievement and Functional Performance (PLAAFP). Individualized Education Program (IEP) speech and language goal/objective creation, recommendations, and ARD meeting attendance).
- Speech and Language Therapy Treatment Services – (minimum of 2 hours per contracted day – includes direct service provision per student IEP and documentation of treatment sessions).

- Maintenance of confidential, legible, current student records to be submitted to the Agency in accordance with established procedures and deadlines.
- Maintenance of accurate billing records and submits these records to the Agency monthly.
- Description of Services/obligations – included with each item.
- Supervision of Speech Language Pathologist Assistant

Please Note: Indirect service provision (e.g., ARD meetings, consultations, administrative meetings, etc.) may be conducted via cloud-based video conferencing (e.g., Microsoft TEAMS) for efficient collaboration and communication where appropriate.

Contractor will comply with all rules and regulations of the district relating to the provision of services to students, as well as with all State and Federal requirements and regulations applicable to the provision of speech services. This included written evaluations, progress reports, and other required documentation.

7.0 PRICING / DELIVERY INFORMATION

7.1 Pricing

Vendors must submit pricing to SMSD in their proposals, including any additional pricing examples and pricing discount schedules that need to be submitted to provide SMSD with a comprehensive catalog. SMSD may request the awarded Vendor(s) to provide discounts or other adjustments, on a per-Purchase Order basis. If discounts or quantity prices are offered by an awarded Vendor, the Vendor must also offer to SMSD the same reductions in pricing to be available for orders of similar size. **Price lists must be included in the Vendor's proposal, if applicable.**

Vendors must identify in their proposals all costs, fees, or charges for which SMSD may be billed. Costs not indicated in proposals will not be paid. Vendors are to provide written documentation for any exceptions.

7.2 Discounts provided on price lists – Detail the average discount provided by the Vendor on stated prices.

7.2.1 Provide discount schedules for all products Vendor intends to offer, shown either by category or code. Use separate discount for any net items with description of these net items.

7.2.1.1 In the event of a catalog discount type proposal, Vendor may be allowed to make additions and/or deletions from Vendor's offerings on an annual basis during the Contract renewal period, in SMSD's sole discretion, provided the item(s) substituted are of a like quality and category. These changes will be compliant with the format of Vendor's original proposal (i.e., manufacturer name, product category, or entire catalog discount). SMSD will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed changes on company letterhead within the given timeframe. If SMSD, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period.

7.2.2 Provide labor notes for each category shown that Vendor is proposing. These notes must include Vendor's overhead and profit. Provide Vendor's miscellaneous material markups. If Vendor does not provide this labor classification, mark "NA" (Not Available).

7.2.3 Provide a description on how Vendor intends to guarantee the performance of Vendor's labor, and what benchmark will be used to determine the labor hours for each project.

7.2.4 Indicate any list price adjustment Vendor intends on providing during the contract period and on what it is based. For example: CPI.

7.2.5 **All pricing shall be flat fee and, if federal Child Nutrition funds are used, may not use the "cost-plus percentage of cost" pricing method, as defined by USDA/Texas Department of Agriculture regulations.**

7.3 Freight, Delivery, Inspection & Acceptance

All deliveries under this Contract shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during SMSD's Regular Hours.

Awarded Vendor(s) shall deliver the conforming product(s) procured on this Contract to the SMSD division issuing a Purchase Order within **ten (10) business days** of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within the proper time period, the

awarded Vendor must receive authorization from the issuing SMSD division for the delayed delivery. Vendor shall submit to SMSD, in support of its request for such authorization, a written document containing the reasons why the product cannot be timely delivered and an estimated shipping date, if applicable. SMSD may cancel the order if the estimated shipping time is not acceptable to SMSD, in SMSD's sole discretion.

If defective or incorrect products are delivered, SMSD may make the determination, in its sole discretion, to return the products to Vendor at no cost to SMSD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

SMSD may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency delivery. However, if Vendor is unable to fulfill the emergency delivery request, SMSD may procure its needs from alternative sources without penalty.

8.0 VENDOR QUESTIONNAIRE

8.1 Please complete the Vendor Questionnaire and return with the Vendor proposal.

LEGAL NAME OF VENDOR:

DATA UNIVERSAL NUMBERING SYSTEM / DUN & BRADSTREET (DUNS) NUMBER:

TYPE OF BUSINESS/DESCRIPTION OF PRODUCTS AND/OR SERVICES PROVIDED:

VENDOR MAILING ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

VENDOR STREET ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

CONTACT PERSON'S NAME:

CONTACT PERSON'S TELEPHONE NUMBER: _____ FAX: _____

CONTACT PERSON'S E-MAIL ADDRESS:

1. TYPE OF BUSINESS ENTITY: PUBLICLY TRADED CORPORATION PRIVATE CORPORATION LIMITED PARTNERSHIP
 PARTNERSHIP SOLE PROPRIETORSHIP NOT FOR PROFIT ENTITY

2. NUMBER OF FULL TIME EMPLOYEES: _____ NUMBER OF PART TIME EMPLOYEES: _____

3. NUMBER OF YEARS VENDOR HAS BEEN IN CONTINUOUS OPERATION: _____

4. NUMBER OF YEARS VENDOR HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME: _____

5. HAS VENDOR CONDUCTED BUSINESS WITH THE DISTRICT UNDER ANOTHER NAME? YES NO

IF YES, PROVIDE OTHER
NAME(S): _____

6. NUMBER OF YEARS DOING BUSINESS WITH SMSD: _____

7. DOES VENDOR HAVE A PARENT COMPANY OR SUBSIDIARY THAT CURRENTLY CONDUCTS OR THAT HAS PREVIOUSLY CONDUCTED BUSINESS WITH THE DISTRICT? YES NO

IF YES, NAME OF PARENT COMPANY AND/OR SUBSIDIARY:

8. DOES VENDOR HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS? YES NO

IF YES, NAMES OF SCHOOL DISTRICTS _____

9. DOES VENDOR HAVE ANY OWNERS, PRINCIPAL SHAREHOLDERS OR STOCKHOLDERS, OFFICERS, AGENTS, SALESPEOPLE OR KEY EMPLOYEES WHO HAVE BEEN MEMBERS OF THE SMSD BOARD OF TRUSTEES DURING THE LAST 5 YEARS? YES NO

IF YES, NAME(S) AND TITLE(S):

10. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR SMSD?
YES NO

11. DOES VENDOR HAVE ANY OWNERS, PRINCIPAL SHAREHOLDERS OR STOCKHOLDERS, OFFICERS, AGENTS, SALESPEOPLE OR KEY EMPLOYEES WHO ARE DISTRICT EMPLOYEES OR WHO ARE MEMBERS OF A DISTRICT EMPLOYEE'S IMMEDIATE FAMILY WHO EITHER WORK OR WHO MAY POTENTIALLY WORK ON THIS CONTRACT WITH THE DISTRICT? YES NO

IF YES, NAME(S) AND TITLE(S):

12. NAMES OF AUTHORIZED AGENTS, INCLUDING ANY PERSON OR ENTITY AUTHORIZED TO 'ACT WITH' OR 'ACT ON YOUR BEHALF,' SUCH AS CONSULTANTS, SUB-CONTRACTORS, RE-SELLERS, LOBBYISTS, CONFIDANTS, ETC., WHETHER COMPENSATED OR NOT COMPENSATED:

13. HAS VENDOR (INCLUDING ANY OWNER, PRINCIPAL SHAREHOLDER OR STOCKHOLDER, OFFICER, AGENT, SALESPERSON, OR EMPLOYEE) BEEN INVOLVED IN PAST, PENDING, OR PRESENT LITIGATION INVOLVING THE DISTRICT OR ANOTHER GOVERNMENTAL ENTITY? YES NO

IF YES, PLEASE PROVIDE THE STYLE AND STATUS OF THE CASE AS WELL AS THE TYPE OF LITIGATION:

14. NAME OF INSURANCE COMPANIES:

INSURANCE COMPANIES	INSURANCE COMPANIES

15. CHECK ONE OF THE FOLLOWING:

VENDOR WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE

VENDOR WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER

16. CAN VENDOR PROVIDE SMSD WITH PERIODIC PREFORMATTED FLAT FILE UPDATES OF YOUR CATALOG?

YES NO

17. DOES VENDOR HAVE E-COMMERCE CAPABILITY? YES NO

18. DOES VENDOR HAVE PUNCH-OUT CATALOGS IN PLACE TODAY? YES NO

19. DOES VENDOR HAVE ANY INTERNAL ELECTRONIC CATALOGS WITH ANY CUSTOMERS? YES NO

I ATTEST THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE.

OFFICER'S SIGNATURE

PRINTED NAME AND TITLE

9.0 ATTACHMENTS

Please complete the enclosed Vendor Packet and return all completed, executed forms with the proposal.