Request for Proposal

Curriculum & Instruction Contracted Services / Supplies

RFP Number: 23.07

Release Date: 01/06/23
Advertising Dates: 01/12/23 and 01/19/23
Due Date: 02/21/23
Final close date: 02/20/2025

For information:

Beau W. Carroll
Beaumont ISD, Purchasing
3395 Harrison Avenue
Beaumont TX 77706
(409) 617-5041
bids@bmtisd.com

Background & Purpose

Background

Under the guidelines of the Texas School Law, any item(s) or services purchased with regards to a total aggregate in any given category over $50,000 will be competitively bid. BISD is seeking proposals for Curriculum and Instruction Contracted Services. BISD is requesting all proposals be awarded as NON-EXCLUSIVE contracts, by which multiple vendors may be designated as suppliers for the services covered under the terms of the contract for the duration of said contract.

Purpose

Provide services in the areas of core content, enrichment, college readiness, and/or early childhood. Contractor may have direct contact with students and campus personnel delivering curriculum, coaching, or influencing instruction in the core content areas.

Services may include consultation, advisement and facilitation, academic enhancement or support, college and career awareness, parental and family engagement, enrichment activities, or presentation of professional development for the retention of campus administrators, teachers, and other staff. This may include relevant teaching and learning, culturally relevant pedagogy, content and conceptual development. A list of potential subject areas is provided in <u>Attachment A.</u>

A. Term of Contract and Scope of Work

Term of contract is anticipated to be one (1) year with three (1) year renewal options.
See Attachment A for full scope of work.

B. Schedule of Events*

01/06/23	Request for Proposal released.
01/24/23	Vendor Questions Due
01/27/23	District Responses Due
02/21/23	Initial Proposals Due at 2:00pm CST
02/23/23 - 02/28/23	Initial Evaluation Period
TBD	Initial Tabulation Period
03/23/23	Board Meeting Presentation

C. Submission Address

Respondents shall submit in a sealed envelope one (1) signed original RFP and one (1) copies to:

Beau W. Carroll
Beaumont ISD, Purchasing
3395 Harrison Avenue
Beaumont TX 77706

INSTRUCTIONS TO BIDDERS

1. Bid Submission

a. **<u>Electronic Response.</u> Electronic responses will not be accepted for RFP 23.07**

b. **Hard Copy Responses will be received at the address below**

c. **If the proposer will be unable to submit by the deadline, the Proposer is to contact the Purchasing Office at 409.617.5041 in sufficient time to allow a reasonable opportunity to send a paper copy of the solicitation to the requestor.**

Bids will be accepted at the address listed below until the time and date specified herein, and immediately after will be opened by the tabulation committee.

All bids shall be **plainly marked with the Invitation for Bid number**, due date, and the bidder's name and address.

Beaumont Independent School District Board
Purchasing Division
Beau W. Carroll
3395 Harrison Avenue
Beaumont, TX 77706

<u>NOTE: THE BISD PURCHASING DEPARTMENT WILL NOT ACCEPT RESPONSIBILITY FOR BIDS THAT ARE INCORRECTLY ADDRESSED OR ARE HAND DELIVERED TO THE WRONG LOCATION.</u>

Late bids will not be accepted and will be returned unopened to the bidder as nonresponsive.

All bids submitted in response to this invitation shall become the property of Beaumont Independent School District Board of Trustees and will be a matter of public record available for review after the evaluation and board action.

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be signed and shall include the complete address of the bidder.

Beaumont Independent School District is exempt from Federal and State Sales Taxes and such taxes shall not be included in bid prices.

3. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this document will be posted at bmtisd.com and will be on file in the Office of the Purchasing Agent. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening.

VENDORS WILL NOT BE NOTIFIED OF ADDITIONAL INFORMATION/ADDENDA POSTINGS. IT IS THE VENDOR'S RESPONSIBILITY TO VIEW THE WEB PAGE REGULARLY, OR PRIOR TO SUBMITTING A RESPONSE, TO ENSURE THAT NO ADDENDA OR ADDITIONAL INFORMATION HAS BEEN ISSUED FOR THE SOLICITATION.

It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the Beaumont Independent School District Purchasing Agent.

Bid tabulations and administrative recommendations are based on the information requested in the bid form. Vendors who do not use the bid form to provide all essential bid pricing information may be subject to disqualification.

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Beaumont Independent School District Board of Trustees reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Beaumont Independent School District Board of Trustees – price and other factors considered. Unless otherwise specified in this document, Beaumont Independent School District Board of Trustees reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Beaumont Independent School District Board of Trustees. Any bidder who is in default to Beaumont Independent School District Board of Trustees at the time of submittal of the bid shall have that bid rejected. Beaumont Independent School District Board of Trustees reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Beaumont Independent School District Board of Trustees, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Beaumont Independent School District Board of Trustees shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition,

Beaumont Independent School District Board of Trustees may conduct such investigation, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Beaumont Independent School District Board of Trustees reserves the right to award this contract on the basis of **best value** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards, and/or to reject any or all bids.

A response to this document is an offer to contract with Beaumont Independent School District Board of Trustees based upon the terms, conditions, and specifications contained in the document. Bids do not become contracts unless and until they are executed by Beaumont Independent School District Board of Trustees, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the document, unless any of the terms and conditions is modified by a project Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Beaumont Independent School District Board of Trustees as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

8. Fiscal Funding

Beaumont Independent School District Board of Trustees is operated and funded on a July 1 – June 30 fiscal year; accordingly, BISD reserves the right to terminate, without liability to the District, any contract for which funding is not available.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

9. Bid Results

Bid results are not provided in response to telephone inquiries. A final tabulation will be posted following bid award on the website, and will also be available for review in the Purchasing Department.

This bid is subject to all legal requirements provided for in the Texas Education Code 21.901 and/or applicable state and federal statutes. Any bid after being opened becomes subject to the Open Records Act, Article 6252-17A VTCS.

10. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Beaumont Independent School District's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Beaumont Independent School District, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Beaumont Independent School District reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and

conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

11. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included. The school district shall reserve the right to refuse and request pickup and replacement of any and all materials found to be inferior to the specifications as required in this bid. VENDORS WHO CONSISTENTLY DELIVER INFERIOR GOODS AND/OR REFUSE TO PICK UP AND REPLACE INFERIOR GOODS WILL BE REMOVED FROM THE BIDDERS LIST AND NOT ALLOWED TO PARTICIPATE IN FUTURE BIDS.

12. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

13. Non Performance

Continuing non-performance of the bidder in terms of specifications shall be a basis for termination of the contract bid. Cancellation by BISD may be made upon thirty (30) days written notice to the successful vendor. The district shall not pay for services, equipment or supplies which are unsatisfactory. Vendors will be given reasonable opportunity (30 calendar days) before termination, to correct deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

14. Non-Participating Bidders

Non-participating bidders may be eliminated from the bid list unless written notice is received by the district that such bidders wish to remain on the bid list for future bid mailings.

15. References

All vendors shall submit a list of at least three references for which vendor has provided like products or services. References will include contact name and telephone number. Bids submitted without three references may be disqualified from consideration.

16. Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a

felony.” Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)

17. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. Definitions

“District” – Beaumont Independent School District Beaumont, Texas.

“Contractor” – The bidder whose bid is accepted by Beaumont Independent School District Board of Trustees.

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications.

1. Bid Submission

1.1 Bidding

All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids

Bids must be in the office of the Beaumont Independent School District Board of Trustees Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Beaumont Independent School District Board of Trustees reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids After Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Beaumont Independent School District Board of Trustees.

1.7 Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Beaumont Independent School District Board of Trustees rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Beaumont Independent School District Board of Trustees.

1.8 Alternates

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status

Beaumont Independent School District Board of Trustees is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Beaumont Independent School District Board of Trustees reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Beaumont Independent School District Board of Trustees reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Beaumont Independent School District. Beaumont Independent School District Board of Trustees reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.16 Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.17 Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.18 Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Beaumont Independent School District Board of Trustees will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.19 Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the Beaumont Independent School District. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Beaumont Independent School District Board of Trustees purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Beaumont Independent School District Board of Trustees. Instructions and training shall be at no additional cost to the Beaumont Independent School District.

2.8 Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, Beaumont Independent School District, and Local Laws

Bids must comply with all federal, state, Beaumont Independent School District and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Beaumont Independent School District Board of Trustees or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occuaptional Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will confirm and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Beaumont Independent School District Board of Trustees for any and all damages that may be assessed against the Beaumont Independent School District.

2.11 Patents and Copyrights

The successful vendor agrees to protect the Beaumont Independent School District from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing

At Beaumont Independent School District Board of Trustees's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Beaumont Independent School District Board of Trustees. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the Beaumont Independent School District. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance

Maintenance required for equipment bid should be available in Beaumont Independent School District Board of Trustees by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Beaumont Independent School District Board of Trustees opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the Beaumont Independent School District. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Beaumont Independent School District Purchasing Department and recommendation to Beaumont Independent School District Board of Trustees. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Beaumont Independent School District Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

(1) Cost of Services (35%)
(2) the reputation of the vendor and of the vendor's goods or services; (10%)
(3) the quality of the vendor's services; (15%)
(4) the extent to which the goods or services meet the district's needs; (15%)
(5) the vendor's past experience with Texas school districts (20%)
(6) Minority, woman owned, or historically underutilized businesses (5%)
(7) any other relevant factor specifically listed in the request for bids or proposals.

3. Purchase Orders and Payment

3.1 Purchase Orders

A purchase order(s) shall be generated by the Beaumont Independent School Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The Beaumont Independent School District will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices

a) All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the Beaumont Independent School District in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

Mail to: Beaumont Independent School District
ATTN: Accounts Payable Department
3395 Harrison Avenue
Beaumont, TX 77704

or Email: invoices@bmtisd.com

b) Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in remittance addresses.

c) Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.

d) Vendors that repeatedly fail to supply complete, accurate, and timely billing to the Accounts Payable office may be omitted from our vendor list.

3.3 Prompt Payment

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after received and acceped by the Beaumont Independent School District of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the Beaumont Independent School District.

Beaumont Independent School District will pay for the requested goods and/or services as promptly as possible, but in any event, no later than thirty (30) days after 1) receipt of goods; or 2) the day the service is complete; or 3) the day the district receives the invoice for the goods and/or services, whichever is later.

4. Contract

4.1 Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Beaumont Independent School District Board of Trustees, shall constitute a contract equally binding between the successful bidder and Beaumont Independent School District Board of Trustees.

4.2 Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option to renew annually for up to an additional three (3) year period, if mutually agreed to by Beaumont Independent School District Board of Trustees and Contractor.

4.3 Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Beaumont Independent School District. No change order will be binding unless signed by an authorized representative of the Beaumont Independent School District and the vendor.

4.4 Price Re-determination

A price re-determination may be considered by Beaumont Independent School District Board of Trustees only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Beaumont Independent School District Board of Trustees reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the Beaumont Independent School District.

4.5 Termination

Beaumont Independent School District Board of Trustees reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Beaumont Independent School District Board of Trustees may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Beaumont Independent School District Board of Trustees's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Beaumont Independent School District Board of Trustees reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Beaumont Independent School District Board of Trustees shall not be liable to prosecution for damages in the event that the Beaumont Independent School District declares the bidder in default.

4.6 Conflict of Interest

Employees of the Beaumont Independent School District are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the Beaumont Independent School District without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Beaumont Independent School District Board of Trustees and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Beaumont Independent School District Board of Trustees growing out of such injury or damages.

4.8 Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 INSURANCE:

EACH BID MUST BE ACCOMPANIED BY CERTIFICATES OF COVERAGE FROM WELL REGARDED INSURANCE COMPANIES REFLECTING THE FOLLOWING COVERAGE:

(Certificates must be issued in the name of the company submitting the bid.)

a. Worker's Compensation and Employers Liability

Covering all work contemplated in the contract by the bid. Amount of statutory requirement.

b. General Liability

Written on a Comprehensive General Liability or Commercial General Liability form to include completed operations/products and addition of the Broad Form Comprehensive General Liability Endorsement and removal of any X (explosion), C (collapse) and U (underground) exclusions. Minimum General Aggregate Limit of $300,000 with Beaumont Independent School District named as an additional insured.

c. Automobile Liability

Issued on a Comprehensive Automobile Liability form covering all owned and non owned vehicles. Minimum Combined Single Limit of $300,000 or $100,000/$300,000/$100,000.

d. Builders Risk

Equal to contract amount with BISD named as additional insured.

ALL CERTIFICATES SUBMITTED WITH BIDS WILL BE REVIEWED BY THE DISTRICT'S INSURANCE COMMITTEE. ANY DEVIATIONS OR DEFICIENCIES FOUND MAY BE CAUSE FOR THE REJECTION OF THE BID. ALL COVERAGE REQUIRED AT THE TIME OF THE AWARD OF CONTRACT MUST REMAIN IN FORCE DURING THE ENTIRE CONTRACT PERIOD. RENEWAL CERTIFICATES MUST BE RECEIVED PRIOR TO THE EXPIRATION DATE LISTED ON THE ORIGINAL CERTIFICATE. These certificates must contain a provision that the Owner shall be notified thirty (30) days before the cancellation of the insurance. **FAILURE TO SUBMIT INSURANCE CERTIFICATES WITH BID WILL BE CAUSE FOR THE REJECTION OF THE BID.**

4.11 Uniform Commercial Code

The successful vendor and Beaumont Independent School District Board of Trustees agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.12 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the Beaumont Independent School District of Beaumont, Texas.

4.13 Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Beaumont Independent School District Board of Trustees.

4.14 Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

4.15 References

All vendors shall submit a list of at least three references for which vendor has provided like products or services. References will include contact name and telephone number. Bids submitted without three references may be disqualified from consideration.

4.16 Texas Education Code

Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony." Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)

4.17 Utilization of Minority Business Enterprises: It is the policy of the Beaumont Independent School District that minority business enterprises and concerns shall have the maxim practicable opportunity to participate in the performance of BISD contracts. Supplier agrees to use his best efforts to carry out this policy in the award of his sub-contracts to the fullest extent consistent with his efficient performance of contract with BISD. As used herein, the term "minority business enterprise" means (a) business at least fifty-one (51%) percent of which is owned by minority members, or in the case of a corporation, at least fifty-one (51%) percent of issued stock of any class is owned by minority shareholders and (b) the daily management functions of the entity are the responsibility of one or more minority members. A "minority member" is defined to mean a person who is Black, Hispanic, Asian American, American Indian, Alaskan Native, a woman or handicapped.

4.18 Gratuities

The Buyer may, by written notice to the Seller, cancel this contract without liability to seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with the view toward securing a contract or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this

provision, Buyer shall be entitled in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

4.19 Forms

a. Bidders MUST submit a completed copy of the "Vendor Compliance to State Law" with their bids. **Failure to submit this form will disqualify bid.**

b. Bidders MUST submit a completed copy of the "Felony Conviction Notice" with their bids. **Failure to submit this form will disqualify bid.**

c. Bidders MUST submit a completed copy of the "Conflict of Interest Questionnaire" in accordance with Chapter 176 of the Texas Local Government Code, effective January 1, 2006 with their bids. **Failure to submit this form will disqualify bid.**

NOTICE OF NO RESPONSE

Dear Vendor:

Returning a **NOTICE OF NO RESPONSE** means that you are choosing not to participate in this proposal and Beaumont ISD will not be able to make purchases from your company during the term of this contract. Please complete this form and return it prior to the proposal opening date if:

(check box)

☐ 1. The proposal list to receive future proposals for this same category of products and/or services

☐ 2. The products/service we represent should be listed in **ANOTHER** category.
SPECIFY: _____

☐ 3. We wish to be removed from the Vendor list for the reason listed below.

EXPLANATION: _____

BID NO: 23.07
BID NAME: Curriculum and Instruction Contracted Services

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ FAX: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Thank you for your assistance.

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ CERTIFICATIONS

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN BID DISQUALIFICATION.

1.	VENDOR INFORMATION

COMPANY NAME:	

MAINTENANCE ADDRESS:	PHONE:
	TOLL FREE:
REMITTANCE ADDRESS:	FAX:
	TOLL FREE FAX:

INTERNET ADDRESS:	
CUSTOMER SERVICE E-MAIL:	

DO YOU ACCEPT PURCHASE ORDERS	CASH PAYMENT TERMS (Net 30 Days)	MINIMUM ORDER AMOUNT, IF ANY
YES ☐ NO ☐	OR_____% Discount in Net_____Days	

PRINCIPALS AND KEY PERSONNEL
PRESIDENT / OWNER:
GENERAL MANAGER:
ACCOUNTING / ACCOUNTS RECEIVABLE MANAGER:
SALES MANAGER:

YEARS / MONTHS IN BUSINESS WITH PRESENT NAME:		NUMBER OF EMPLOYEES:	

COMPANY IS: ☐ MANUFACTURER OR PRODUCER, ☐ DISTRIBUTOR, ☐ WHOLESALER,
☐ RETAILER, ☐ CONSULTING, ☐ CONSTRUCTION, ☐ BROKER, ☐ SERVICE,
☐ OTHER: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

✉ REQUIRED FORM

2.	**TAXPAYER IDENTIFICATION** downloadable at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► _____ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10231X Form **W-9** (Rev. 1-2005)

☒ REQUIRED FORM

Company Name: _____

3.	DISCLOSURE: CONFLICT OF INTEREST Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.
A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Name of person doing business with local governmental entity.

1

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

4

☒ REQUIRED FORM

Company Name: _____

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity — **Page 2**

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 **Signature of person doing business with the governmental entity** _____ **Date** _____

☒ REQUIRED FORM

Texas Government Code § 2252.908

New disclosure requirements were written into the law during the 2015 legislative session The new law is codified at Texas Government Code § 2252.908, which was enacted by H.B. 1295, and requires, as of January 1, 2016, that vendors file a disclosure form electronically with the Texas Ethics Commission identifying the vendor's interested parties to certain contracts with Texas school districts. When applicable, the process must be completed prior to contract execution or purchase order issuance.

The process and form you will complete online with the State of Texas requires you to provide an identification number that Beaumont ISD has issued to track or identify the contract identification number. Beaumont ISD is identified as an "OTHER GOVERNMENTAL ENTITY", not a state agency.

Instructional videos and an FAQ about how to register and file a report is available at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please register and complete the form for our transaction on the Texas Ethics Commission's website. Once completed, you will need to print it out, sign it before a notary, and submit it to us along with the signed contract.

We recommend that you consult with your legal counsel regarding compliance with this new law."

Please sign below agreeing that, contingent upon award of the bid, the authorized representative of your business will perform the requirements above.

_____

Signature of Authorized Representative

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM

4.	**NON COLLUSIVE BIDDING CERTIFICATE & ACKNOWLEDGMENT**
	By submission of this Bid, the Vendor certifies that: (a) the Bid has been independently arrived at without collusion with any other vendor or with any competitor. (b) The Bid has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of Bids for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a Bid. (d) The person signing this Bid certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf. • I certify that the above information is true and correct. ☐ **YES**
5.	RESIDENT / NONRESIDENT CERTIFICATION
	• **RESIDENT VENDOR** - I certify that my company is a "resident vendor." ☐ **YES**
	• **NON RESIDENT VENDOR** - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. If you qualify as a "nonresident vendor," you must furnish the following information: **Resident state address?** (The state in which your principal place of business is located.) **Street, City, State, Zip**:
6.	**FELONY CONVICTION NOTIFICATION**
	State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a Person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation. **Check the appropriate box and sign the form.**
	☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
	☐ My firm is not owned or operated by anyone who has been convicted of a felony.
	☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
	Name of Felon:
	Details of Conviction(s)

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM

7.	**ADDENDA ACKNOWLEDGEMENT**
	• If no amendments were received **then leave this blank or write N/A**. • If any amendments were received, Respondent acknowledges receipt ofAddenda numbered_____through _____ and has incorporated the provisions thereof into the Bid/Proposal.

8.	**RENEWAL OF CONTRACT**
	This contract will be effective for one (1) year with renewal options for TWO (2) additional one year periods (as stated in the terms and conditions), at the District's option and with the acceptance of the awarded vendor(s): In the event this Bid expires before another Bid is awarded, the vendor shall extend the contract on a month-to-month basis by mutual agreement.

9.	BID VALIDITY AGREEMENT		
	• Bid shall remain valid, pending award, through:	**YES** ☐ or	(date):
	• Prices & Discounts effective through	**YES** ☐ or	(date):
	• Prompt payment discount allowed: (% / Days)	**%**	**Days**

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

List any and all exceptions on a separate, attached sheet titled "exceptions."

THIS FORM MUST BE RETURNED WITH YOUR BID

REFERENCES

VENDOR REFERENCES

The Proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. It is recommended that the Proposer show school districts or other local government organizations equal to BISD in size and structure, if possible. To expedite the evaluation process, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for proposal disqualification.

1	Company Name		Contact	
	Business Address		**Phone #**	
	Email Address		**Fax #**	
2	Company Name		Contact	
	Business Address		**Phone #**	
	Email Address		**Fax #**	
3	Company Name		Contact	
	Business Address		**Phone #**	
	Email Address		**Fax #**	

THIS FORM MUST BE RETURNED WITH YOUR BID

✉ REQUIRED FORM

Debarment Statement

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

1) ARE NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

☐ Yes ☐ No

2) HAVE NOT within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Yes No

3) ARE NOT presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in 34 CFR Part 85 Paragraph (2)(b)

☐ Yes ☐ No

4) HAVE NOT within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

☐ Yes ☐ No

_____ _____

Consultant Signature Date

_____ _____

Typed or Printed Name
Contractual Agreement No.23.07

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM

House Bill 89 VERIFICATION

I, _____, the undersigned representative of

_____ Company or Business name

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

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

Pursuant to Section 2270.001, Texas Government Code:

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

Senate Bill 252 Ch. 2252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Beaumont Independent School District's Purchasing Department.

_____

_____

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS FORM MUST BE RETURNED WITH YOUR BID

☒ REQUIRED FORM **EDGAR CERTIFICATIONS**

FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

The EDGAR Certifications ("Certification") is made a part of a contract ("Contract") between the Beaumont Independent School District ("Beaumont ISD" or "District") and the vendor ("Vendor"), where such contract and Vendor are referenced on the last page of these certifications. The following certifications and provisions are required and apply when Beaumont ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of these Certifications and the terms of the underlying Contract, the terms of these Certifications shall prevail.**

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

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Beaumont ISD expends federal funds, Beaumont ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Initials of Authorized Representative of Vendor _____

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

1. **Termination for Cause:** Pursuant to Federal Rule (B) above, when Beaumont ISD expends federal funds, Beaumont ISD reserves the right to immediately terminate any contract in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

2. **Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Beaumont ISD under the Contract for years subsequent to the current budget year may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

3. **Termination for Convenience:** Beaumont ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Beaumont ISD believes in its sole discretion that it is in the best interest of Beaumont ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Beaumont ISD shall compensate Vendor for any work performed and accepted and goods delivered and accepted by Beaumont ISD as of the termination date. Any award under this procurement process is not exclusive and Beaumont ISD reserves the right to purchase goods and/or services from other vendors when it is in Beaumont ISD's best interest.

_____Initials of Authorized Representative of Vendor _____

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

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

Initials of Authorized Representative of Vendor _____

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Initials of Authorized Representative of Vendor _____

(E) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Initials of Authorized Representative of Vendor _____

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Beaumont ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Beaumont ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal

loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

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

Initials of Authorized Representative of Vendor _____

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

Initials of Authorized Representative of Vendor _____

II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Initials of Authorized Representative of Vendor _____

III. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Beaumont ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Initials of Authorized Representative of Vendor _____

IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Beaumont ISD 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.

Initials of Authorized Representative of Vendor _____

V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Beaumont ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Initials of Authorized Representative of Vendor _____

VI. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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

Initials of Authorized Representative of Vendor _____

VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Beaumont ISD shall be bound by the foregoing terms and conditions.

Initials of Authorized Representative of Vendor _____

VIII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that it does not boycott energy companies and will not boycott energy companies during the term of the contract, required by Senate Bill 13.

Initials of Authorized Representative of Vendor _____

BY SIGNING BELOW, THE VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Business Name: _____

Address, City, State, and Zip Code (Principal place of business): _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____ **Email Address:** _____

Signature of Authorized Representative: _____

Date: _____

Form Checklist

Notice of No Response	☐
Qualifications	☐
W-9	☐
Disclosure of Conflict of Interest	☐
Conflict of Interest	☐
Texas Government Code § 2252.908 Acknowledgement	☐
Non-Collusive Bidding Agreement	☐
Resident/Non-resident Certification	☐
Felony Conviction Notification	☐
Addenda Acknowledgement	☐
Renewal of Contract	☐
Bid Validity Agreement	☐
References	☐
EDGAR Requirements	☐

ATTACHMENT A

PROJECT DESCRIPTION and SCOPE OF SERVICES

Services may include consultation, advisement and facilitation, academic enhancement or support, college and career awareness, parental and family engagement, enrichment activities, or presentation of professional development for the retention of campus administrators, teachers, and other staff. This may include relevant teaching and learning, culturally relevant pedagogy, content and conceptual development. Strategies include services for:

- at-risk students
- English language learners
- Student retention incentives
- Trauma-informed practices
- Behavioral intervention
- Biliteracy and second language acquisition
- classroom coaching
- observation and debriefing
- coherent integration of resources
- materials and technology
- vertical and horizontal alignment of curriculum
- in-depth training to the level of rigor and complexity of all TEKS SE's
- classroom management
- implement an IEP
- campus redesigns
- student enrichment programs / activities
- positive behavior support
- parent and community involvement
- Professional Learning Communities (PLCs), and
- general staff development/training not otherwise defined.

ATTACHMENT B

COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS

1. Please provide a description and brief history/background of your company. Included in this should be the number of years in business; list of owners; board of directors, if applicable; key company personnel; number of total employees (both company wide and those working out of the office, warehouse, or depot from where services for this contract will originate). Also include number of staffs who provide services.

2. Please describe background, experience, qualifications, technical capabilities, safety programs, and expertise providing customized instructor led, web-based, and/or blended learning supervisory/managerial, leadership, and general business skills training. Experience and qualifications of key field personnel should be included. A description of your customer service approach and process, should be included. Any current or past contracts with government agencies can be listed and described in this section. Licensing and certification, if applicable, shall also be described in this section. Attention to the details provided in Attachment A – Scope of Work should be considered with your response.

ATTACHMENT C

Evaluation Criteria for RFP 23.07

(1) Cost of Services (35%)
(2) the reputation of the vendor and of the vendor's goods or services; (10%)
(3) the quality of the vendor's services; (15%)
(4) the extent to which the goods or services meet the district's needs; (15%)
(5) the vendor's past experience with Texas school districts (20%)
(6) Minority or woman owned business (5%)
(7) any other relevant factor specifically listed in the request for bids or proposals.

Bid proposals received after the initial evaluation and tabulation period through the final close date will be graded on the above-mentioned criteria, with the following additional minimum requirements:

- A minimum average score of 80 points
- A maximum of $100 per hour for unlicensed services
- A maximum of $125 per hour for licensed services
- A maximum of $150 per hour for behavioral services
- A daily maximum of $2,800 per day for consulting services

Price redetermination periods are at 12 months and 24 months, must never be more than ten percent (10%), must be agreed to by both parties, and requires and updated BISD Services Agreement.