BEAUMONT INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT

RFP #22.28:
REQUEST FOR PROPOSALS

Automotive Fleet Supplies, Equipment, & Services

Beau W. Carroll
BISD Purchasing Department
Phone: (409) 617-5041
Email: bids@bmtisd.com

Submittal Deadline

Thursday, June 30, 2022

Beaumont Independent School District (BISD) **Solicitation**

Solicitation #	**22.28**
Due Date:	**June 30,2022**

DUE NO LATER THAN 2:00 PM (CST)
LATE BIDS WILL NOT BE ACCEPTED

Request for Proposal (RFP): Automotive Fleet, Supplies, Equipment & Services

Beaumont Independent School District is receiving sealed proposals for **Automotive Fleet Supplies, Equipment & Services, RFP# 22.28,** as per the attached specifications. Proposals will be accepted in the Business Office 3395 Harrison Avenue, Beaumont, TX 77706, until 2:00 pm, Thursday, June 30, 2022. This will be a Multi-Award RFP.

It is not the policy of Beaumont Independent School District to purchase on the basis of low proposal alone; "Best Value" being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code 44.031(b).

All proposals shall include the cost of transportation to schools within Beaumont Independent School District, Beaumont, Texas. Any exceptions to or deviations from these conditions must be stated in writing at the time of the proposal opening.

Vendors must fill in all blank columns on items being proposed such as Vendors Brand Name and Number, Unit Price. The above information must be clear and concise. **This proposal form must be used, and all proposals are to be signed. Failure to follow these instructions could be cause for the proposal not to be accepted.**

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS CALL:
Beau W. Carroll
Purchasing Coordinator
409-617-5041

To ensure proper receipt of bid response, please include Company Name, Bid Number, and Bid Name on outside of the delivery envelope or package.

This Bid is a firm offer which shall be irrevocable and open for acceptance for_____calendar days (60 calendar days unless otherwise specified) from the day set for submission of bids (30-day minimum is usually required for School Board Approval).

SPECIFICATIONS & CONDITIONS

1. Beaumont Independent School District ("BISD" or "District") requests sealed proposals for the purchase of **Automotive Fleet Supplies, Equipment & Services.** The intent of this proposal is to offer BISD campuses and departments with a list of qualified and approved vendors from which they can purchase these goods and services. **This shall be a multi-award.**
2. This bid will cover a period of one year, beginning August 1, 2022 or date of award, whichever is sooner. **BISD reserves the right to extend this contract for three (3) additional one-year terms with the same terms and conditions if agreeable to both the District and vendor(s).** The Board of Trustees of Beaumont Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
3. As required in Texas Education Code 44.031 (b) in determining to whom to award this contract, the District shall consider: the purchase price, the reputation of the vendor and vendor's goods or services, the quality of the vendor's goods or services, the extent to which the goods or services meet the district's needs, the vendor's past relationship with the district, the total long-term cost to the district to acquire the vendor's goods or services, ability to service our accounts with proper staff and insurance requirements, and any other relevant factor specifically listed in the request for bids or proposals.
4. The District must have your bid returned and on file in the Purchasing Department. Faxed or emailed copies will not be accepted. A copy of the W-9, the Conflict of Interest Form, Felony Conviction Notification/Suspension, Debarment Certification, House Bill 89, and Senate Bill 252 are required to be filled out, signed and submitted with the bid. Failure to comply with this requirement is grounds for bid rejection.
5. No quantities are guaranteed or implied. Items will be purchased on an as-needed basis.
6. It is the intent of the District to award this contract to multiple vendors, as may appear most advantageous to the district.
7. Bid information will be furnished to all campuses and departments. Ordering will involve all locations within Beaumont ISD and **all deliveries will be sent to BISD Warehouse 1650 Caldwell Avenue, Beaumont, TX 77703**
8. Freight will be prepaid by the vendor. Inside delivery is required.
9. Vendor **must** notify Purchasing Department, at 409-617-5041, immediately if items are placed on backorder, and before making substitutions. In the event that an awarded vendor and/or manufacturer cannot meet the delivery requirements, it will be the awarded vendor's responsibility to notify the purchaser about the delay as soon as possible. The vendor shall provide an expected delivery date, reason for the delay and an alternate product if one is available. If an awarded vendor ships items that do not comply with the general conditions of the bid or items specifications, such merchandise will not be accepted, and a call tag will need to be issued at the vendor's expense for the item to be returned.
10. Non-Performance: Vendor shall perform to the satisfaction of Beaumont Independent School District and comply with the terms and conditions stated herein for the length of the service period. Non-compliance and/or unsatisfactory performance can result in termination of respective services with said vendor prior to the end of the service period given thirty (30) days written notice.
11. The percent of discount bid must remain the same throughout the contract period. Any manufacturer price increase during the contract period must be submitted to the Purchasing Manager for approval.
12. Beaumont Independent School District will apply the discount to the total amount of each purchase order.
13. Payment: Unless otherwise stated, payment terms will be net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later. **The Beaumont ISD purchase order number must be shown on all invoices**.
14. **Beaumont ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
15. BISD considers cash discounts or discounts for prompt payment when evaluating bids.
16. The District reserves the right to determine "equals", or whether an alternate is of equal quality. All District decisions are final.
17. Vendors capable of providing Contract Service to BISD will be required to submit SB-9 certification and background checks prior to start of any project.
18. Provisions in a contract with Beaumont ISD that call for, specify, or require that the contract entered into be automatically renewed are unacceptable. No such automatic renewal provisions will be agreed to by the Beaumont ISD.
19. A statement, provision, term, or condition of a contract with the Beaumont ISD that such contract will be governed by the laws of another state or another country is unacceptable. The Beaumont ISD requires that all contracts it enters into be subject to the laws of the State of Texas and that venue regarding any contract dispute is agreed to be in Jefferson County, Texas.
20. BISD doesn't guarantee any products will be purchased from awarded vendors during the term of the contract.

Vendor Must Provide the Following Information:

Company Name:		
Company Address:		
City:	State:	Zip:
Taxpayer I.D. #:	Website Address:	
Telephone:	Fax:	E-mail:
Remit Address if different from above:		
Authorized Representative Name:		
Authorized Representative Signature:		
Discount:		

1. Company's home office location is: _____
2. Legal name of company: _____
3. Number of years in business: _____
4. Do you currently do business with Beaumont ISD? □ Yes □ No
5. a. Is your principal place of business located in the State of Texas? □ Yes □ No
   b. Does your business employ more than 500 people in the State of Texas? □ Yes □ No
6. Does your business have ecommerce (online ordering) capabilities? □ Yes □ No
7. Do you have any pending litigation? □ Yes □ No If yes, please attach a separate page explaining.
8. Is your company able to service BISD locations - Beaumont surrounding area?
   □ Yes □ No If no, explain exceptions _____
9. Do you have experience working with other school districts in Texas? □ Yes □ No
10. Does your company accept purchase orders? □ Yes □ No
11. Did you provide a certificate of insurance with your response? □ Yes □ No
12. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? □ Yes □ No
13. Is this company a minority, woman, or veteran owned business enterprise? □ Yes □ No
14. How did you hear about this bid opportunity? □ BISD website □ Other: _____
    □ Newspaper

PRICE DELIVERY INFORMATION

Company Name: _____

Sales/Service Representative Name and Contact Info: _____

_____

Supplies/Equipment Description: _____

1. Please Choose (Check) One of The Following Methods:

   A. ( ) Percentage Discount Off List Price:_____% Off
   (Vendors may submit one discount, or a discount range, for example 0-20%)
   B. ( ) Supplies and Equipment Will Be Offered at Shelf Price (0.0% Discount).

2. Please Choose (Check) One of the Following Delivery Methods:

   A. ( ) Vendor Will Deliver Supplies at No Charge to BISD Warehouse
   B. ( ) Vendor Will Deliver and Add Freight Charges to final Invoice.
   C. ( ) Vendor Chooses Not to Deliver to BISD

In Addition to Automotive/Fleet Supplies & Equipment, My Company can Furnish Various Automotive/Fleet Services to BISD as Follows:

3. Service Description(s): _____

   _____

   A. ( ) Percentage Discount off Service List Price:_____% off
   (Vendor may submit one discount, or discount range, for example 0-20%)
   Rate per hour: $_____with discount

   B. ( ) Rate per hour:$_____(0.0% Discount)

   C. Tradesman/License? Yes:_____No: _____

4. Does your company offer on-line catalog availability? Yes:_____No:_____
   Mandatory controls for Purchase Orders only

   If yes, provide web site: _____

5. Do you have a walk-in (retail) store for will-call purchases? Yes:_____No: _____

6. Our company can offer a discount of_____% for shelf/catalog purchases.
   All catalogs distributed to Beaumont ISD will be labeled on the cover with the applicable discount(s).

Define your company's return policy: _____

EXCLUSIONS

If there are categories of supplies, equipment, and services that are not eligible for discount please indicate categories in the space provided below:

_____

REFERENCES

Please provide at least three (3) references that have used your company for the same goods Beaumont ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address.

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

MINIMAL ESSENTIAL COVENANTS

1. Beaumont Independent School District (BISD) considers cash discounts or discounts for prompt payment when evaluating bids.
2. When a brand name is used, it is for the purpose of establishing quality. Although certain manufacturer brand names and numbers may be specified, alternates will be considered. The bidder/proposer, by bidding an alternate, warrants that products being bid meet or exceed all stated specifications. When an alternate is bid, bidder/proposer must furnish complete and descriptive literature on item(s) bid. If an alternate is bid and descriptive literature is not included, the bid may be considered invalid and rejected.
3. The District reserves the right to **reject any and/or all bids** and to make awards on the individual items as they may appear to be most advantages to the District, to include award of different items to different vendors, and to waive all formalities in bidding.
4. The term "As Specified" or "A/S" will not be accepted. If bidding on a make or model other than specified, bidder/proposer is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.
5. The bid is a firm offer which shall be irrevocable and open for acceptance for_____calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids. A 60-day minimum is usually required for School Board approval.
6. Bids received after the due date and time specified **will not** be considered.
7. When a bid is not returned, the vendor's name is removed from the bidder list for this commodity.
8. Questions regarding this bid must be submitted to Purchasing at bids@bmtisd.com for clarification.
9. Payment: Unless otherwise stated under "Discount Terms" on page 1, payment terms will be Net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later. **Beaumont ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
10. Bidder/proposer hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Beaumont ISD or its Board of Trustees.
11. Any contract resulting from this solicitation shall be construed under and in accordance with the laws of the State ofTexas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this solicitation shall be heard and determined in the City of Beaumont, Jefferson County, Texas.
12. The Board of Trustees of Beaumont Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
13. All expenses resulting from preparation and responding to this bid/proposal shall be the sole responsibility of the bidder/proposer and not reimbursable. This provision includes, but is not limited to, bid bonds, performance and payment bonds, reproduction (copy) services, etc.
14. All purchases made as a result of this solicitation shall be delivered FOB: Inside Delivery at no additional charge to the District.
15. Contact between bidders/proposers and District staff other than those in the Purchasing Department during the bidding process or evaluation process is prohibited. Any attempt by a bidder/proposer to contact District staff outside the Purchasing Department may result in disqualification.
16. Vendors awarded a contract as a result of this solicitation will be required to provide appropriate banking information to receive payment.
17. A Vendor awarded a Contract as a result of this solicitation shall defend, indemnify, and save whole and harmless Beaumont Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Vendor or any agent, employee, subcontractor or supplier of Vendor in the execution or performance of this Contract. The Vendor shall also defend and indemnify the Beaumont Independent School District against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Vendor in the performance of the services contemplated herein, and all such claimants shall look solely to the Vendor and not Beaumont Independent School District for satisfaction of such claims.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ Signature of vendor doing business with the governmental entity

_____ Date

NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

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

Vendor's Name:_____

Authorized Company Official's Name (Printed):_____

Check one of the following and sign as appropriate.

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

Signature of Company Official:_____

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:_____

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

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Signature of Company Official:_____

VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

_____

Name of Company (Please Type/Print)

_____

Mailing Address City State Zip

_____

Printed Name (Please Type/Print)

_____ _____

Signature Title

_____ _____ _____

Telephone Number Fax Number Date

HOUSE BILL 89 – SECTION 2270.001 VERIFICATION

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.

I,_____, the undersigned representative of _____(Company or Business Name) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2270:

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

_____	_____
Printed Name	Title
_____	_____
Signature	Date

SENATE BILL 252 – CHAPTER 2252 VERIFICATION

Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I,_____, the undersigned representative of _____(Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names 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.

_____	_____
Printed Name	Title
_____	_____
Signature	Date

EXHIBIT A

Evaluation Criteria

EVALUATION OF PROPOSALS & QUALIFICATIONS

As required in Texas Education Code 44.031 (b) in determining to whom to award this contract, the District shall consider:

1. Discount proposed (60%)
2. Reputation of the vendor and vendor's goods or services (20%)
3. Vendor's past relationship with the district (15%)
4. Minority, woman, or veteran owned business. (5%)
5. Any other relevant factor specifically listed in the request for bids or proposals

Release date: 05/24/22

Advertising dates: 5/28/22 and 06/4/22

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.

EDGAR CERTIFICATIONS

_____

FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

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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.

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(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.

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(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.

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(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.

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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.

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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.

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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

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: _____

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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: _____