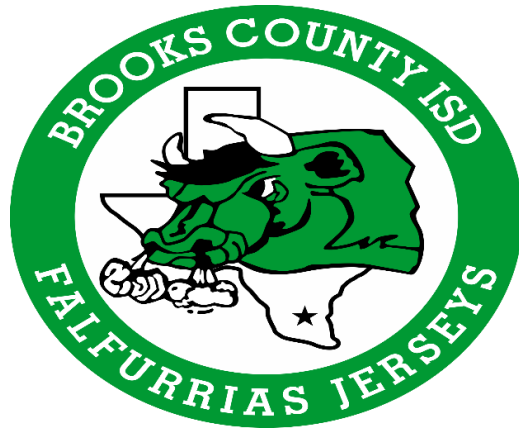


---

---

**BROOKS COUNTY  
INDEPENDENT SCHOOL DISTRICT**



**RFP# 25/26-002C**  
**“Large Kitchen Equipment Request  
for Proposals”**  
**Release date: May 6, 2026**

**BROOKS COUNTY I.S.D.**  
**P.O. Box 589**  
**Falfurrias, Texas 78355**  
**(361) 325-8015 office**

---

The BROOKS COUNTY INDEPENDENT SCHOOL (BCISD) requests interested parties to submit proposals for “**Large Kitchen Equipment for Child Nutrition**”. This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District.

**RFP DUE DATE & OPENING DATE AND TIME:** The submission of the request for proposals is due **TUESDAY, JUNE 2, 2026 at 1:30 PM (CT).**

Proposals will remain sealed until the due date and time to avoid disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period, if applicable. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

**SUBMITTAL INSTRUCTIONS: The request for proposals should be delivered to:**

**Brooks County I.S.D. Administration Office (located at Lasater Elementary School)**  
**200 W. Bennett St. (physical address)**  
**P.O. Box 589**  
**Falfurrias, Texas, 78355.**

The original Proposal must be labeled “ORIGINAL” and MUST contain original signatures. The copies (2) of the original must be labeled “COPY.” Each proposal and copy must be labeled on the outside with the Proposer’s name, address, the RFP number and the RFP name “**RFP#25/26-002C “Large Kitchen Equipment**”. Responses not submitted as specified may be deemed “non-responsive”.

**CONTRACT TERM:** The contract shall be valid upon Board of Trustee approval. The District may award one offeror or split among multiple offerors based on the product and which provides the best value to the District upon the evaluation of all proposals received.

**VENDOR QUESTIONS:** All questions regarding this Request for Proposal must be addressed in written format to Alissa M. Sanchez, Finance Director, by email at [asanchez@bcisd.us](mailto:asanchez@bcisd.us) no later than **Friday, May 22, 2026 at 12:00 PM (CT)**. Response to questions will be issued in the form of an addendum and posted for viewing.

**Vendors are prohibited from discussing any matters related to this formal solicitation during the District’s formal evaluation process. Any violations will result in vendor disqualification. Reference attached General Terms & Conditions.**

**NON-CONFORMING TERMS & CONDITIONS** – Proposer’s submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If price, quality or delivery is affected, the bid/proposal will be deemed “non-responsive”. The District’s General Terms and Conditions and Statement of Work (SOW)/Specifications will take precedence over the Bidder/Proposer’s boilerplate conditions. The Offeror’s “binder”, cover letter, and/or standard statement of work, template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW)/Specifications of the District’s solicitation document (RFP, RFQ, IFB, etc.) take precedence.

**Proposal Acknowledgement**

Name and Address of Bidder/Proposer: **(Please Print)**

Company Name: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone# (800 # if available): \_\_\_\_\_

Vendor Website: \_\_\_\_\_

**BIDDER/PROPOSER AUTHORIZED TO SIGN:**

Print Name: \_\_\_\_\_

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

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

**BROOKS COUNTY INDEPENDENT SCHOOL DISTRICT**

Print Name & Title: Alissa Sanchez, Business Manager

Signature/Date Signed: \_\_\_\_\_

Revised: 04/27/2026

**MANDATORY FORMS**

**Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.**

- 1. Proposal Acknowledgement
- 2. Vendor Certification Form ..... 1
- 3. Edgar Compliance ..... 6
- 4. Purchasing General Terms and Conditions ..... 12
- 5. Form A – Company Information ..... 25
- 6. Form B – Pricing and Service Affirmation ..... 28
- 7. Form C – Price Sheet ..... 29
- 8. Form D – Certification of Insurance ..... 30
- 9. Form E – SWMVBCE Certification ..... 31

**REFERENCES**

**Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.**

- 10. Past Performance Questionnaire ..... 33

**EVALUATION FACTORS AND STATEMENT OF WORK**

**Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.**

- 11. Instructions, Submission Of Proposals, Required Documents, And Procedures ..... 36
- 12. Evaluation Factors ..... 40
- 13. Statement of Work and Specific Conditions ..... 42
- 14. All addenda that have been issued.

**BROOKS COUNTY ISD**  
**Vendor Certification Form**

By submitting this offer, the Vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

---

**DEBARMENT AND SUSPENSION**

---

- a. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "Debarment and Suspension." Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. 'Covered transactions' include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 CFR section 180.220 of the Government-wide Non-Procurement Debarment and Suspension Guidance contains those additional limited circumstances. All non-procurement transactions (i.e., sub-awards to sub-recipients), irrespective of award amount, are considered covered transactions.

**Acknowledged**

---

**FELONY CONVICTION NOTIFICATION**

---

- b. Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, 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 for services performed before the termination of the contract."

**Check one:**

1. \_\_\_ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
2. \_\_\_ My firm is not owned nor operated by anyone who has been convicted of a felony.
3. \_\_\_ 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):** \_\_\_\_\_

**Acknowledged**

---

**NON-COLLUSION STATEMENT AND ANTI-LOBBYING CERTIFICATION**

---

- c. "Non-Collusion Statement" and "Anti-Lobbying Certification": "The undersigned affirms that they are duly authorized to execute this Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (An agreement between two or more persons to deceive the school district or defraud the school district of its rights) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the BROOKS COUNTY Independent School District Board of Trustees between bid/proposal submission date and award by the Board.

**Acknowledged**

---

**CONFLICT OF INTEREST**

---

d. "Conflict of Interest":

(1) Neither an officer, agent, employee, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor (if the vendor is a sole proprietorship) is a BCISD employee or related by consanguinity (second degree) or marriage (first degree) to a BCISD employee.

(2) Neither an officer, agent, employee, affiliate, subsidiary, nor stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor itself has a conflict of interest in the performance of its contract with BCISD. Note: as used here, "conflict of interest" means a vendor (including its affiliates and subsidiaries) has an interest (financial or otherwise) that is inconsistent with its contractual obligations to BCISD, or the vendor's officer's, agent's, employee's, or stockholder's personal interests are contrary or inconsistent with the vendor's contractual obligations to BCISD.

(3) Vendor has timely submitted the required conflict of interest questionnaire (CIQ) in compliance with Chapter 176 of the Local Gov't Code and BCISD mandates.

**Note:** Texas law requires vendors to file a CIQ adopted by the Texas Ethics Commission not later than the seventh (7<sup>TH</sup>) business day after the date that the vendor: (i) begins discussions or negotiations to enter into a contract with BCISD; (ii) submits to BCISD an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with BCISD; or (iii) the date the person becomes aware of an employment or other business relationship with a BCISD officer, or a family member of the officer, or that the person has given one or more gifts to an BCISD officer of the District, or a family member of the officer. A vendor is further mandated by BCISD to file a CIQ thirty (30) days before the vendor's contract term expires and a renewal is considered by BCISD. **Failure to timely file the CIQ may disqualify the vendor from being awarded a contract or having its contract renewed.** See BCISD Board Policy CHE (LEGAL) and the Texas Ethics Commission for additional information on the filing of a CIQ.

*Please complete the Conflict of Interest Questionnaire along with all other required documents to accompany bid/proposal submittal if applicable.*

<https://www.ethics.state.tx.us/forms/conflict/>

**Acknowledged**

---

**INSURANCE AND BONDS**

---

e. Submission of a certificate of insurance and or bond (if applicable) by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance or bond meet or exceed the requirements of the solicitation document and/or subsequent contract. BROOKS COUNTY ISD may make reasonable reliance on the submitted certificate of insurance or bond. The certificate of insurance or bond must accurately reflect the policy coverages and will become a part of the contract documents and incorporated by reference, but the contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance or bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify BROOKS COUNTY ISD, in writing, by certified mail or personal delivery, within ten (10) business days after the vendor knew or should have known of any changes that materially affects the insurance or bond coverage.

**Acknowledged**

---

**CRIMINAL BACKGROUND CHECKS/SEARCHES**

---

f. Bidder/Proposer represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with Texas Education Code Chapter 22.

**Acknowledged**

---

**CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

---

g. BROOKS COUNTY Independent School District (BCISD) is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits

BCISD from executing a Board or Superintendent approved contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to BCISD. A person or business entity entering into a contract and/or agreement with BCISD is required by the New Government Code Statute §2252.908, to complete Form 1295 “Certificate of Interested Parties”.

Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission’s online filing application, <https://www.ethics.state.tx.us/filinginfo/1295/>, printed out, signed, and submitted via email to the designated bid specialist on record.

**Acknowledged**

**Is your company a publicly traded business entity, including a wholly owned subsidiary of the business entity?**

Yes \_\_\_\_\_

No \_\_\_\_\_

---

**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

h. As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

**Acknowledged**

---

**CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89**

i. Vendor certifies that compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following:

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 BROOKS COUNTY Independent School District.

**Acknowledged**

---

**CERTIFICATION OF COMPLIANCE WITH SENATE BILL 252**

j. “Senate Bill 252 (SB 252)” updates state contracting law to prohibit governmental entities from contracting with companies engaged in business with Iran, or designated foreign terrorist organizations.

**Acknowledged**

---

**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

k. If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov’t Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or

manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” See Tex. Gov’t Code § 809.001(1).

**Acknowledged**

---

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

---

- l. If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov’t Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov’t Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov’t Code § 2274.001(3) of SB 19. “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” See Tex. Gov’t Code § 2274.001(3) of SB 19.

**Acknowledged**

---

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

---

- m. Client name is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the client name for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See Tex. Gov’t Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**Acknowledged**

---

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

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

Address, City, State, and Zip Code: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

**BROOKS COUNTY INDEPENDENT SCHOOL  
DISTRICT EDGAR COMPLIANCE  
2 CFR SECTION 200 REQUIRED PROVISIONS  
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount.**

---

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

---

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

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

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

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

Pursuant to Federal Rule (B) above, when federal funds are expended by BROOKS COUNTY ISD, BROOKS COUNTY ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. BROOKS COUNTY ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if BROOKS COUNTY ISD believes, in its sole discretion that it is in the best interest of BROOKS COUNTY ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by BROOKS COUNTY ISD as of the termination date if the contract is terminated for convenience of BROOKS COUNTY ISD. Any award under this procurement process is not exclusive and BROOKS COUNTY ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of BROOKS COUNTY ISD.

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

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

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

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

**D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

**E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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

**J. Procurement of Recovered Materials – When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

**K. Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.**

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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

**L. Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

**M. Required Affirmative Steps for Small, Minority, and Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR 200.321** – When federal funds are expended by BROOKS COUNTY ISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

---

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

---

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

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

---

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS  
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

---

When federal funds are expended by BROOKS COUNTY ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

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

---

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

---

When federal funds are expended by BROOKS COUNTY ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

(Only Applicable to Contracts funded under the National School Lunch Program) Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

---

**CERTIFICATION OF NON-COLLUSION STATEMENT**

---

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

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

---

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

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

Address, City, State, and Zip Code: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

**BROOKS COUNTY INDEPENDENT SCHOOL  
DISTRICT PURCHASING GENERAL TERMS AND  
CONDITIONS**

**The following terms and conditions are incorporated into this RFP and incorporated into any formal written agreement between BCISD and the successful Proposer(s).**

**1. AGREEMENT AND INTEGRATION.**

- 1.1. The Request for Proposals, with all Addenda, those provisions in the Vendor's Proposal that are satisfactory to the District, and the District's Agreement form(s), which may include, but are not limited to a written contract, an agreement letter, the applicable Purchase Order issued in connection with the Scope of Services or Goods constitute the Contract Documents and thus the Agreement between the Vendor and the District (collectively, the, "Agreement"). In the event Supplier proposes an additional writing to be incorporated into the Contract Documents, the District shall have discretion to accept such inclusion following review and opportunity to amend the Document or to reject its inclusion in its entirety. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or Purchase Order as applicable), and (ii) RFP as provided by the District, to include all Addenda, and (iii) any Proposal provisions agreed to by the District.
2. **TERM.** If no term is stated in the Solicitation Document, the written Contract or the Purchase Order, unless otherwise provided or required by the District in the Solicitation Document, the written Contract or Purchase Order, an agreement which results from this RFP shall be for a period of one year from the Effective Date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period.

**3. TERMINATION AND TRANSITION.**

- 3.1. **Non-Appropriation.** In the event the term is greater than one year, or any renewal period is permitted for more than a one-year period, the District's obligation will be subject to approval of funding at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate the Agreement at the end of any District budget year in which funds for this Contract are not appropriated. In such event the Agreement will be terminated as soon as practicable after the determination of the need for non-appropriation. Upon the District's Board of Trustees making such a determination the District shall provide notice to the Vendor within five (5) school business days setting a date for termination of the Agreement, which date shall be not later than thirty (30) days following the date of the Notice.
- 3.2. **Termination Without Cause.** This Agreement may be terminated by District without cause or for the District's convenience at any time, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Agreement. Such Notice shall be provided in accordance with the notice provisions contained in these Terms and Conditions and the termination shall be effective immediately upon delivery of notice to the Vendor, unless otherwise stated in the Notice. Unless otherwise stated in the Notice, upon receipt of such Notice, all services and/or the delivery of goods shall cease and be immediately discontinued and all materials as may have been accumulated in performing the Agreement, whether completed or in progress, shall be delivered to the District. In event of termination without cause or for the District's convenience, the District shall pay the Vendor for services properly executed and/or goods delivered and accepted prior to the Vendor's receipt of the District's Notice of Termination following delivery of Vendor's final invoice, in accordance with the payment terms of the Contract. Vendor shall not, however, be entitled to lost or anticipated profit on unperformed services or goods not delivered and accepted, nor shall Vendor be entitled to compensation for any unnecessary or unapproved work performed or goods delivered without prior approval, during time between the issuance of the District's notice of termination and the actual termination date.
- 3.3. **Defaults With Opportunity for Cure.** Should Vendor fail, as determined by the District's representative, to satisfactorily perform the duties set out in the Scope of Work and/or timely and satisfactorily deliver the Goods required to be delivered, comply with any covenant herein required, breaches any warranty provided herein, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default(s), in accordance with the Notice provisions contained in these Terms and Conditions, specifying the specific Event(s) of Default and the action necessary to cure such default(s). Vendor shall have thirty (30) calendar days after receipt of the written notice to cure such default. If Vendor fails to cure the default within such cure period, or in the District's sole determination has taken steps reasonably calculated

to cure such default, District shall have the right, without further notice, to terminate this Agreement in whole or in part as District deems appropriate, and to contract with another Vendor to complete the Scope of Services or deliver the remaining Goods as required by the Agreement. Unless multiple awards have been made for the Scope of Services or Goods to be delivered, the District shall also have the right to offset the cost of said new agreement with a new Vendor against Vendor's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of District to mitigate its losses.

- 3.4. **Termination For Cause.** Upon the occurrence of one (1) or more of the following events, and following written notice to Vendor given in accordance with the notice provisions contained in this Agreement, District may immediately terminate this Contract, in whole or in part, "for cause":
- 3.4.1. Vendor makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder;
  - 3.4.2. Vendor violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein;
  - 3.4.3. Vendor fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure;
  - 3.4.4. Vendor violates any rule, regulation or law to which Vendor is bound or shall be bound under the terms of this Agreement; or
  - 3.4.5. Vendor attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.
  - 3.4.6. Vendor ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Vendor's assets or properties.
- 3.5. **Termination By Law.** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 3.6. **Orderly Transfer Following Termination.** Within forty-five (45) calendar days of the effective date of completion, termination or expiration of this Contract, Vendor shall submit to the District its claims, in detail, for the monies owed by the District for Services satisfactorily performed or Goods delivered and accepted under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of the District and constitute a waiver by Vendor of any and all right or claims to collect moneys that Vendor may rightfully be otherwise entitled to for Services satisfactorily performed or Goods delivered under this Contract.** Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to the District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Except as provided in the following Section 3.7, upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of Services or delivery of Goods being performed by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to the District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.
- 3.7. **Transition Extension.** Should the Agreement with the Vendor expire at the end of the initial or any renewal term or be terminated prior to the end of the then current Term, the District, at its option, shall have the right to require continued performance by the Vendor following termination or expiration for a maximum of 90-days following expiration of the then current Term, or Vendor's receipt of the District's Notice of Termination, in order to assure a smooth transition ("Transition Extension"). This Transition Extension shall be subject to the same prices, terms and conditions as provided in the Contract.
- 3.8. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise any of its rights and remedies it may have at law or equity. In no event shall the District's action of terminating this Contract, whether

for cause or otherwise, be deemed an election of the District's remedies, nor shall such termination limit the District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

- 3.9. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, or governmental action in response to a global pandemic etc.), either Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract then such Party shall give notice and full particulars of Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch

#### 4. **PURCHASE ORDER REQUIREMENTS.**

- 4.1. **Purchase Order Required.** Purchases made as a result of an award under this RFP require the issuance of an official BCISD Purchase Order from the District's Purchasing Department. All services provided without proper issuance of a Purchase Order may be considered a donation to the District.
- 4.2. **Changes to Purchase Order.** BCISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a Purchase Order shall be communicated to the Vendor by the issuance of a Purchase Order change. Only an BCISD Purchasing staff member may make a change to a Purchase Order by issuing and sending an updated Purchase Order to the awarded Vendor.
- 4.3. **Compliance with Statutory Limitations.** Once the performance of the Agreement has begun, if a change in plans or specifications is necessary or if it is necessary to decrease or increase the quantity or scope of the work to be performed and/or of materials, equipment, or supplies to be furnished, the District may approve change orders making the changes. However, no change will be approved by the District unless it is in compliance with Texas Education Code Section 44.0411 or its subsequent amendments and applicable BCISD procedures and policies.
- 4.4. **Authorization to Make Changes.** Unless indicated otherwise in the Agreement, only the BCISD Director of Purchasing is authorized to make changes to the Agreement. If Vendor acts on the direction of a District employee that is not authorized to make changes or obtains or receives, a modification/amendment from a District employee that is not authorized to make changes, Vendor does so at their own risk or peril. All services provided by the Vendor based on a modification document signed by an unauthorized party without may be considered to have donated the goods or services to the District. If services have not yet been performed under the modification document an attempted modification of Vendor's Contract shall be grounds for termination for cause at the option of the District.

5. **QUANTITY.** This Contract is a Requirements Contract. There is no guaranteed amount of business, work, or quantities of goods or materials, expressed or implied, to be purchased, or contracted for by BCISD. However, the Vendor shall furnish all required goods and/or services to the District at the stated price, when and if required by the District.

#### 6. **INVOICING AND PAYMENT FOR GOODS AND/OR SERVICES.**

- 6.1. **Invoicing and Payment.** Vendor shall invoice District on or before the thirtieth (30th) day of each month, for the portions of the Goods delivered and accepted and/or Services satisfactorily performed during the prior month at rates set forth in the Contract. District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. Vendor's invoices should be sent to: BROOKS COUNTY Independent School District, Accounts Payable Department, 5900 Evers Rd., San Antonio, Texas 78238, unless otherwise specified. Vendor's invoices must contain the appropriate BCISD Purchase Order number on the face of the invoice. Each line item on the invoice should contain the corresponding line-item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order number shown may be returned to the Vendor for correction. Corrected invoices will be subject to the same payment provisions as original invoices. In the event a Vendor presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Vendor.
- 6.2. **Interest.** The maximum interest rate on any past due payments by District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor.
- 6.3. **Discounts.** Vendor may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice.

- 6.4. **Expenses - Service Contracts.** Expenses are considered included in the hourly rate or not to exceed pricing established for services, unless specifically excluded. If otherwise permitted under the Contract, Reimbursable Expenses will be itemized separately and documented by receipts for invoicing purposes.
- 6.5. **Taxes.** Invoices for Goods and/or Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required.
- 6.6. **Maximum Contract Amount Limitation.** The aggregate compensation from District to Vendor for the Goods and/or Services shall not exceed the maximum figure stated in the Contract.
- 6.7. **No Payments When In Default.** Nothing in this Contract shall obligate the District to make any payments to Vendor at any time Vendor is in default under this Contract.

**7. INSURANCE.**

- 7.1. Unless otherwise agreed to by BCISD, the Vendor shall carry insurance with responsible carriers acceptable to BCISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Vendor shall furnish certificates of insurance (Acord Form) to BCISD indicating compliance with this paragraph. With no intent to limit Proposer(s) liability or the indemnification provision set forth herein, the Proposer(s) shall provide and maintain certain insurance in full force and effect at all times during the term of this agreement and any extensions thereto.
- 7.2. The insurance, at a minimum, must include the following coverage and limits of liability:

<b>Coverage</b>	<b>Limit of Liability</b>
Worker's Compensation and Employer's Liability Employer's Liability or other alternative replacement or substitute coverage can be used in place of Worker's Compensation. Any proposal seeking to provide non-subscriber alternative to statutory Workers' Compensation must be reviewed and approved by the District.	[All Providers] Statutory for Worker's Compensation Bodily injury by accident \$1,000,000 (each accident)
Commercial General Liability	[All Providers] Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and \$2,000,000 aggregate
Professional Liability/E&O Liability To Pay on Behalf of the Insured all sums by which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in Professional Services.	[Required for Services Contracts] \$5,000,000 per Claim/Aggregate
Cyber Liability Coverage, Including: (1) Privacy Liability; (2) Network Security Liability;  (3) Internet Media Liability; (4) Network Extortion; and (5) Funds Transfer Fraud. Data Breach Fund & Regulatory Proceeding coverage is required & can be provided with a Sub-Limit of Liability with limits no less than \$100,000 & \$500,000 respectively.	[Required for Technology Contracts and Related Services]  \$5,000,000 Per Claim / Aggregate
<del>Automobile Liability Insurance (Including employer's non-ownership, hired, borrowed, leased and rented auto coverage)</del>	<del>[All Providers] \$1,000,000 combined single limit per occurrence</del>

- 7.3. **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the District.

- 7.4. **Insured Parties.** Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the District (and its elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals during the term of the Contract.
- 7.5. **Deductibles.** A policy may contain deductible amounts only if the District approves the amount and scope of the deductible. Proposer shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the District, its officers, agents, or employees.
- 7.6. **Cancellation.** Each policy must expressly state that it may not be cancelled, materially changed, or non-renewed unless thirty (30) days advanced notice of cancellation is given in writing to the District by the insurance company. Proposer shall give written notice to the District within five (5) days of the date upon which total claims by any party against Proposer reduce the aggregated amount of coverage below the amounts required by the Contract.
- 7.7. **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the District, its elected and appointed officials, officers, agents or employees.
- 7.8. **Endorsement of Primary Insurance.** Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
- 7.9. **Delivery of Policies.** All of the insurance required to be carried by Proposer hereunder shall be by policies that give thirty (30) days written notice to the District before they may be cancelled or materially changed. Within such thirty (30) day period, Proposer covenants that it will provide either suitable policy in lieu of those about to be cancelled or materially changed, so as to maintain in effect the coverage required. Failure or refusal of Proposer to obtain and keep in force the above required insurance coverage shall authorize the District, at its opinion, to terminate the Contract at once.

## 8. **INDEMNIFICATION.**

- 8.1. **General Indemnification.** Vendor agrees to indemnify, defend, and hold-harmless District and its past present and future trustees officers, agents, representatives and employees in their individual and official capacities ("Indemnified Parties") from and against, any and all claims, causes of action, liability, lawsuits, judgments, costs, liens, losses, damages, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought, that may arise out of or be occasioned or caused by Vendor's negligent act, error, or omission, misrepresentation or misconduct by Vendor or any agent, officer, representative, employee, or sub-consultant of Vendor (collectively "Vendor Affiliate") while in the exercise of performance of the Vendor's rights or duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. **In the event Vendor and/or a Vendor Affiliate and any Indemnified Party are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas; without, however, waiving any governmental immunity available to the District, its employees/officials under Texas law and without waiving any defenses of the District its employees/officials under the Texas Tort Claims Act or other Texas law.** Vendor shall promptly advise District, in writing, of any claim or demand against an Indemnified Party, Vendor and/or a Vendor Affiliate known to Vendor, related to or arising out of activities of Vendor and/or a Vendor Affiliate under this Contract. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.
- 8.2. **Intellectual Property Rights Indemnification.** Vendor shall **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Indemnified Parties (as defined above) harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement, by Vendor and/or a Vendor Affiliate (as defined above) in connection with any license provided, any deliverable or any service furnished hereunder, and used by either District or Vendor and/or a Vendor Affiliate within the scope of this Contract (unless said infringement results directly from Vendor's and/or a Vendor Affiliate's compliance written standards or specifications provided by an Indemnified Party). **All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.**

- 8.3. **Defense Counsel.** In connection with any indemnification obligation in this section, District, in its sole discretion shall have the right to approve or select defense counsel to be retained by Vendor in fulfilling its indemnity obligation hereunder, unless such right is expressly waived by District in writing. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, the District is under no obligation to do so. Any such action by the District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify the Indemnified Parties pursuant to this Paragraph. Vendor shall retain District-approved defense counsel within seven (7) business days of the District's written notice (or that of any other Indemnified Party) that the District, or such other Indemnified Party, is invoking its right to indemnification under this Contract. If Vendor fails to retain counsel within such time period, the District (or such other Indemnified Party) shall have the right to retain defense counsel on its own behalf, and If Vendor fails to retain counsel within such time period, the District shall have the right to retain defense counsel on its own behalf, and Vendor shall be responsible for all costs incurred by the District until such time as the Vendor provides a defense.
- 8.4. **No Third-Party Beneficiaries.** The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
9. **DELIVERY, PACKAGING AND ACCEPTANCE OF GOODS (to the extent included in the applicable RFP and Purchase Order).**
- 9.1. Vendor agrees to provide Goods described in the applicable RFP and in the Purchase Order issued in connection with the award of such RFP for Goods and/or Services, F.O.B. Destination, freight prepaid as requested by the District ("Goods"). BCISD may specify various and different locations within the District for "destination" during the term of the Agreement, or extension of the term, and prices should make allowance for such freight contingencies. No C.O.D. shipments will be accepted. Delivery will be required to be made between the hours of 8:00 a.m. and 4:00 p.m. (CDT/CST) unless otherwise specified or other arrangements are made with the District in writing prior to shipment.
- 9.2. Goods will be packed in accordance with good commercial practice and in a manner which will facilitate securing the lowest transportation costs, conform to requirements of common carriers and any applicable specifications. Each shipping container shall be clearly and permanently packed and identified with: (a) Seller's name and address; (b) Consignee's name, address and purchase order and bid number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. The District's count or weight determination shall be final and conclusive on shipments not accompanied by packing slips/lists. The Goods will be delivered with an Operator's Manual and a Maintenance and Parts Manual if one exists. Any change thereto shall be made only by a writing signed by both Parties.
- 9.3. The District assumes no liability for Goods delivered in damaged or in unacceptable condition. The Vendor shall handle all claims with insurance carriers, and in the event that Goods are damaged in transit shall ship replacement Goods immediately upon notification by the District of damage. Vendor is not authorized to ship the Goods under reservation and no tender of a Bill of Lading will operate as a tender of Goods. The District shall have the right to inspect the Goods at delivery before accepting them and no Goods will be accepted until written acceptance is provided by authorized District Representative. Any written warranties will commence upon acceptance of the Goods by the District.
10. **DELIVERY OF SERVICES AND STANDARD OF CARE. (to the extent included in the applicable RFP and Purchase Order).**
- 10.1. **Delivery.** Vendor agrees to provide Services listed and described in the Scope of Work attached to the applicable RFP for Goods and/or Services. Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for work that does not comply with the terms of this Contract.
- 10.2. **Standard of Care.** If the Services are performed by a non-professional Vendor, Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. If the Services are considered Professional Services, the Vendor further represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same local. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein and shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards.
11. **WARRANTIES FOR GOODS AND SERVICES.**
- 11.1. **Express Warranties.** Vendor expressly represents, warrants and covenants, that:

- 11.1.1. Vendor will devote its good faith, best efforts in provision of the Goods and/or Services.
- 11.1.2. Vendor has and will retain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Goods and/or Services, that it will provide copies of its licenses and certifications to the District upon request and will comply with the vendor ethics policies of the District.
- 11.1.3. The Goods furnished conform with the specifications, drawings, descriptions and that the Services promised will adequately address the Scope of Work set forth in the Contract and its exhibits, the District's Request for Proposal for the Goods and/or Services contracted for herein, and to any sample(s) furnished by Vendor, if any, in connection with the Contract or in response to the District's Request for Proposal.
- 11.1.4. The Goods and/or Services shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards.
- 11.1.5. In the event of a conflict between the specifications, drawings and descriptions of Goods to be provided, the specifications shall govern. In the event of a conflict between the Request for Proposal and the Contract, specifications, drawings and descriptions of Goods to be provided shall prevail.
- 11.1.6. All Goods are new and the quality of the Goods is consistent with or better than industry standard.
- 11.1.7. Any written warranties will commence upon written acceptance of the Goods by the District.

#### **11.2. Implied Warranties.**

- 11.2.1. The Goods comply with all implied warranties, including but not limited to, the implied warranty of merchantability and fitness for the particular purpose for which they were obtained. The Vendor agrees to provide the Services agreed to herein in a good and workmanlike manner.
- 11.2.2. No implied warranties for Goods and/or Services or provided in connection with this Contract are waived modified or excluded by any provision of this Contract, or any terms and conditions included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void ab initio.

**11.3. Safety Warranty and Provision of Material Safety Data Sheets.** The Goods supplied to the District under this Contract shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the Goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming Goods for correction or replacement at the Vendor's expense. Where Goods to be delivered under this Contract require the maintenance of, Material Safety Data Sheets (MSDS), a copy of the relevant MSDS will be made available to the District's representative prior to delivery of the relevant Goods.

11.4. No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

12. **USE OF DISTRICT NAME OR LOGO(S).** Vendor may not use the District's official name or logo, or any phrase associated with the District, without the prior written permission from the Director of Purchasing.
13. **AUTHORIZATION/PERMITS.** The Vendor must have and maintain during the term of the Agreement current licenses, permits, fees and similar authorizations required by the City of San Antonio, Bexar Country, and the Comptroller of the State of Texas, where applicable, to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Vendor must provide copies of all such licenses, permits and fees as being paid for type of business they are seeking to provide to the District.

#### **14. VENDOR DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION**

- 14.1. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors ("Authorized Representatives"), in order to investigate the District's claims, administration, and services, evaluate the performance of the Vendor and/or to ensure compliance with the Agreement and/or proposal response. Audits may include but are not limited to: checking Vendor's invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents. The Vendor agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.
- 14.2. BCISD, or its Authorized Representatives, shall be afforded unrestricted access to and be permitted to inspect and copy all Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Scope of Work

or Specifications of the Contract and the Vendor's performance. Vendor shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment for services or goods supplied under this Contract. . If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

15. **CONFIDENTIAL/PROPRIETARY INFORMATION.**

- 15.1. **Confidential/ Proprietary Information Protection.** Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Goods and/or Services provided to Vendor during the term of this Contract, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information.
- 15.2. **Intellectual Property Rights.** If Vendor, as part of the Scope of Work of this engagement, will be working with the District, [all references to Vendor and District in this Paragraph shall include their respective agents, employees and representatives], to create and/or develop materials or other work products, including visual, audio, written and graphic material, and all of Vendor's contributions to the creation or development of the Resulting Work Product, (the "Resulting Work Product"), for which the Vendor will receive any consideration provided in this Contract, the Resulting Work Product, and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product ("Intellectual Property Rights"), will at all times remain the exclusive property of the District. Vendor agrees to assist the District as in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.
- 15.3. **FERPA Compliance.** Vendor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Vendor agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the FERPA Statute. Vendor must comply with said law and regulations and safeguard student information. Vendor shall not disclose student information to a third party without prior written consent from the parent or eligible student. Vendor shall destroy any student information received from the District when no longer needed for the purposes of the Agreement.

16. **CRIMINAL BACKGROUND CHECKS.**

- 16.1. Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.0834 (the "Statute"), the Vendor agrees, that prior to commencement of its Services under this Agreement, using the form promulgated by the District or such other form approved by the District, Vendor will arrange with the District to obtain the national criminal history record information ("CHRI") required by the Statute and provide all information required to obtain such information, including but not limited to fingerprints and photographs if required, on all of the Vendor's employees or subcontractors' employees, to the extent any of these persons (1) has or will have continuing duties related to the contracted for services, and (2) said person has or will have the opportunity for direct contact with students in connection with those continuing duties (hereinafter "Covered Employees", and shall reimburse the District for the costs and expenses associated with obtaining the criminal history information.

- 16.2. Prior to commencement of its Services the Vendor will provide written certification to the District that either: (1) Vendor does not have any Covered Employees, as defined above or (2) has complied with the statutory and contractual requirements stated in this Section as of that date, and that it:
- 16.2.1. has provided all information required by the District in order to conduct the required Criminal History Records Check through the District on all Covered Employees and reimbursed the District for same and
  - 16.2.2. has excluded any Covered Employee(s) reported by the District to have been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Education Code, Section 22.085(a) (“Disqualifying Offense” from any assignment working on District premises.
- 16.3. Further, the Vendor agrees that if it receives information that a Covered Employee is arrested or convicted of a Disqualifying Offense during the performance of the Work, Vendor will immediately remove the Covered Employee from District’s property and notify the District of said removal within three (3) days of doing so. Vendor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement.
17. **TEXAS PUBLIC INFORMATION ACT (TPIA).** Records relating to this Contract and the associated solicitation documents may be subject to disclosure pursuant to the Texas Public Information Act Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Goods and/or Services under the Contract with the District involves the exchange or creation of Public Information as defined by such Act, the Vendor upon notification by the District shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat. If the Vendor wishes to assert a claim that any information properly requested is no Public Information subject to the TPIA, it may do so as permitted by the Act, however, the District shall have no duty to protect such information or to make any argument to the Attorney General on the Vendor’s behalf after it has provided notice to the Vendor of the request.
18. **WORK MADE FOR HIRE AND OWNERSHIP FOR WORK PRODUCT.**
- 18.1. All work performed for the District under this Contract shall be deemed “Work Made For Hire” as defined by the United States Copyright Law, and BCISD retains sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Vendor’s personnel in the course of performing the Services.
  - 18.2. If Vendor, as part of the Scope of Work requested in this RFP, will be working with the District, [all references to Vendor and District in this Paragraph shall include their respective agents, employees and representatives], to create and/or develop materials or other work products, including visual, audio, written and graphic material (the “Resulting Work Product”) for which the Vendor will receive any consideration under the resulting Contract, the Resulting Work Product (including all of Vendor’s contributions to the creation or development of the Resulting Work Product), and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (“Intellectual Property Rights”) will at all times remain the exclusive property of the District. Vendor agrees to assist the District as in any way necessary, including executing any assignments or other documents, required to document the District’s ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under the resulting Contract, will be provided by the District for any provision of any assignments or conveyance the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product.
19. **NON-ASSIGNMENT/DELEGATION.** The Vendor may not assign, sell, or otherwise transfer its interest in the Contract created with the Vendor in connection with this solicitation, or delegate its duties thereunder, or any part thereof, without prior written consent from the District. The Vendor shall have full responsibility for the completion and performance of all services and/or the delivery of all goods for which it Contracts. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.
20. **RELATIONSHIP OF THE PARTIES.** The Contract with Vendor does not constitute a joint venture or partnership of any kind between the Parties. In addition, the Parties expressly understand and agree that the provision of Goods and/or Services are and shall be considered independent contractor work performed by Vendor, using Vendor’s own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Goods and/or Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers’ compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor

represents that it is an independent contractor providing Goods and/or Services for hire similar to the Goods and/or Services it provides to the general public, that it has full authority and capacity to enter into this Contract and perform the Goods and/or Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.

21. **USE BY OTHER GOVERNMENT ENTITIES.** The Texas Education Code 44.031 (a)(4) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event BCISD allows another governmental entity to join the Agreement, it is expressly understood that BCISD shall in no way be liable for the obligations of the joining governmental entity.

23. **MISCELLANEOUS.**

23.1. **Governing Law.** Any agreement resulting from the RFP issued in connection with the Goods and/or Services to be provided, shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in the County of Bexar, State of Texas, shall be the mandatory, sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

23.2. **No Waiver Of Immunity.** The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of BCISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

23.3. **Notice.** Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: *Vendor's Name and Address and Contact information as listed in Form A- Company Information attached to the RFP issued in connection with the Scope of Services and/or Goods to be delivered in accordance with these Terms and Conditions.*

To: BROOKS COUNTY INDEPENDENT  
SCHOOL DISTRICT

Attention: Alissa Sanchez, Finance  
Director

Either party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided in this Section 20.3.

- 23.4. **Section Headings.** The headings of sections and paragraphs contained in any document made a part of these Terms and Conditions are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions outside of the applicable Contract.
- 23.5. **Third-Party Beneficiaries.** Nothing relating to this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against BCISD or the Vendor(s). Nothing in the RFP which forms the basis for this Contract shall create a contractual relationship with or a cause of action in favor of a third-party against either BCISD or the Vendor.
- 23.6. **Unenforceable Sections/Severability.** Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.
- 23.7. **Hazardous Materials.** In the performance of the Vendor's services, the Vendor shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Vendor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Vendor's activities.
- 23.8. **Business Ethics.** During the Term of the Contract, the Vendor will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of BCISD, its authorized agents and representatives, or to family members of any of them. At any time, the Vendor believes there may have been a violation of this obligation, the Vendor shall notify BCISD of the possible violation. BCISD is entitled to request a certification letter from the Vendor, disclosing anything of value passing from the Vendor, to BCISD's personnel or its authorized agents, representatives or to family members of any of them.
- 23.9. **Civil Rights and Discrimination Policies.**
- 23.9.1. **Civil Rights Concerns and Complaints.** The District, as part of its compliance with laws and procedures as enforced by the Office for Civil Rights and Texas Education Agency requirements, has provided for students, parents, or employees procedures that preserve the rights and responsibilities of those individuals who register concerns regarding school district procedures and actions. These procedures are outlined in District policies DGBA, FNG, and GF and are modified for the convenience of employees, students, applicants, and parents. District administrators are required to adhere to the requirements outlined in the aforementioned policies in order to provide timely, thorough, and complete resolution of concerns, complaints, and grievances identified by policy. Vendors shall be required to adhere to the requirements set forth in these policies in connection with any concerns, complaints and grievances.
- 23.9.2. **Discrimination.** It is the policy of the District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices. Vendors shall comply with the District's Policies regarding discrimination and all provisions of September 24, 1965, and of the rules, regulations, and relevant orders, as amended of the Secretary of Labor.
- 23.10. **Business Certificates/BCISD Taxes.** All individuals or entries entering into a contract with BCISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.
- 23.10.1. Corporations (domestic [formed under Texas law] or foreign Corporations [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available to the District upon request stating that a corporation is in good standing, authorized to conduct business in Texas and that all required Texas Franchise Reports have been submitted and taxes are currently paid.
- 23.10.2. Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT, Article 6132a-1, "Texas Revised Limited Partnership Act. All partners in a partnership must file a "Certificate of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

- 23.10.3. Entities whether, Corporate, Partnership, or Sole Owner must be current on BCISD Property Taxes: If commercial personal property is located within BCISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".
- 23.11. **Attorney Fees.** In the event that either Party to this Contract brings an action to enforce or interpret any provision of this Contract, the prevailing party, will be entitled to recover reasonable attorney's fees, costs, and necessary disbursements, as determined by the trier of fact in such dispute.
- 23.12. **Israel Boycott.** Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Consultant has at least ten (10) full time employees, then the Consultant, by its execution of this Agreement represents and warrants to the District that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.
- 23.13. **Conflict of Interest Disclosure.** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with BROOKS COUNTY ISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code. The Conflict of Interest Disclosure form can be found at: <https://www.ethics.state.tx.us/forms/conflict/>
- 23.14. **Certificate of Interested Parties.** Effective January 1, 2016 all contracts executed by the BROOKS COUNTY ISD Board of Trustees', regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission's online filing application. Additional information can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>
- 23.15. **Family Code Certification.** By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Consultant certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
- 23.16. **Terrorist Certification.** Consultant verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.
- 23.17. **Chapter 552 Certification.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars (\$1,000,000.00) or more, the Consultant agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the District for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the District; and (3) on completion of the contract, either: (a) provide at no cost to the District all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the District.
- 23.18. **Energy Company Boycott.** Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Consultant has at least ten (10) full-time employees, then Consultant represents and warrants to the District that the Consultant does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This provision does not apply to sole proprietorships.
- 23.19. **Firearm And Ammunition Discrimination.** Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Consultant has at least ten (10) full-time employees, then Consultant represents and warrants to the District that the Consultant does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This provision does not apply to sole proprietorships.
- 23.20. **Compliance With CDC Guidance.** Consultant shall voluntarily take all actions and shall comply with all federal, state, and local legal requirements, and shall also comply with all recommendations of the Centers for Disease Control if requested to do so by the District.
- 23.21. **Bonding.** At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts for capital projects (\$100,000 for Performance Bond, and \$25,000 for Payment Bond). The District

will determine the necessity of Performance and Payment Bond on a project by project basis. The Director of Purchasing will advise potential Proposers if a particular project requires bonding.

- 23.22. **Subcontracting.** The Supplier shall not subcontract services provided in this RFP without prior written approval by BCISD.
- 23.23. **Work Stoppage.** In no event shall BCISD be liable or responsible to the Supplier or any other person for or on account of, any stoppage or delay in work.
- 23.24. **Time Of The Essence.** Time is of the essence with respect to any Services to be provided, Goods to be delivered or other obligations to be performed pursuant to this Contract.
- 23.25. **Entire Contract And Modification.** This contract is the final, complete, and entire contract between the parties with respect to the subject matter and supersedes all prior communications, oral or written, between the parties relating to matters herein. This contract may be modified or rescinded only by a written instrument signed by both parties to the contract by and through their duly authorized agents. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the performance and opportunity for objection. If the transaction is governed by a Purchase Order, these General Terms and Conditions shall override any Terms and Conditions included in the Purchase Order or any Terms and Conditions of the Vendor attempted to be incorporated by reference, to the extent of any conflict.

**FORM A – COMPANY INFORMATION**

**Notice**

This form requires an original manual signature after each subsection, a manual signature on the final page and must be included with the proposal.

STATE OF \_\_\_\_\_

§  
§  
§

**AFFIDAVIT OF OWNERSHIP, CONTROL  
AND CORPORATE INFORMATION**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ [full name] (hereafter “affiant”),  
\_\_\_\_\_  
\_\_\_\_\_ [state title/capacity with proposal] of  
\_\_\_\_\_ (proposal’s corporate/legal name), who

**ASSURE THE DISTRICT OF THE FOLLOWING:**

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated;
2. Proposer(s) seeks to do business with the District in connection with \_\_\_\_\_  
\_\_\_\_\_ [RFP NUMBER AND TITLE] which is expected to be in an amount that exceeds \$10,000.
3. The following information is submitted in connection with the proposal, submission or bid of Proposer in connection with the above described project or matter.

Company name: \_\_\_\_\_ Company’s EIN # \_\_\_\_\_

Home office: \_\_\_\_\_ Local office: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Contact Person’s Name: \_\_\_\_\_

Contact Person’s Telephone Number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Contact Person’s E-mail Address: \_\_\_\_\_

4. Number of years your organization has been in continuous operation: \_\_\_\_\_
5. Number of years your organization has been in business under its present business name: \_\_\_\_\_
6. Does your company pay taxes to the BROOKS COUNTY independent school district? \_\_\_\_\_
7. IF YES, are your tax payments to BCISD current? \_\_\_\_\_
8. Does any officer, partner, owner, sales representative and/or spouse work for the BROOKS COUNTY Independent School District?  yes  no
9. Type of business entity:  
 publicly traded corporation                       partnership  
 private corporation                                       sole proprietorship  
 limited partnership                                       not for profit entity

10. If corporation, answer the following questions:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Charter Number: \_\_\_\_\_

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Corporate Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

11. If partnership or corporation, date of organization creation: \_\_\_\_\_

12. If sole proprietor, number of years in business: \_\_\_\_\_

13. Number of years doing business with BCISD: \_\_\_\_\_

14. Do you have experience with other school districts? \_\_\_\_\_ yes \_\_\_\_\_ no

15. If yes, please list names of school districts: \_\_\_\_\_

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

16. Name and complete address of all partners listed on a separate sheet and attached.

17. If other than corporation or partnership, describe organization and name of principals:

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

18. Check one of the following:

proposer will provide goods and services with own work force

proposer will purchase goods directly from the manufacturer or other supplier

19. Name of State where your Home Office/Headquarters is located: \_\_\_\_\_

If not Texas, does the state have preferential treatment on bids  Yes  No

If Yes, what PERCENTAGE: \_\_\_\_\_%

Does Your Company Employ 500 Or More Persons In Texas?  Yes  No

20. What is your Unique Entity ID (previously known as DUNS #, if applicable)? \_\_\_\_\_

I ATTEST THAT I HAVE ANSWERED THE QUESTIONS REGARDING COMPANY INFORMATION TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**ANTITRUST CERTIFICATION STATEMENT**  
include with Form A  
(Texas Government Code §2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

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

Position with Company: \_\_\_\_\_

(IF DIFFERENT FROM ABOVE)

Official Authorizing Proposal

Corporate Officer's Signature \_\_\_\_\_

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

Position with Company \_\_\_\_\_

**FORM B – PRICING AND SERVICE AFFIRMATION**

To: BROOKS COUNTY Independent School District

**RFP Number:** \_\_\_\_\_

**RFP Name:** \_\_\_\_\_

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

Proposer will provide the product/services to the BROOKS COUNTY Independent School District (“BCISD”) and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. BCISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels. Please see Price Sheet (**Form C**) to this RFP.

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above referenced RFP upon the terms quoted below.

**1. Price and Products/Services Quotation:** The prices quoted shall be BCISD’s pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that BCISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement. Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFP response.

**2. BCISD Payment Terms:** BCISD’s standard payment terms for services are “net 30 days” from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to BCISD:

**3. General Terms and Conditions:** Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFP.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ days / net 30 days.

Respectfully submitted:

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Corporate Officer’s Signature)

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

**Title:** \_\_\_\_\_

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

**FORM C – PRICE SHEET**

**FORM D – CERTIFICATION OF INSURANCE**

Proposer is required to submit proof of insurance as Form D of Proposal response.

**FORM E – SWMVBE CERTIFICATION**

Proposer is asked to submit proof of Small, Woman, Minority, Veteran-owned Business Entity (SWMVBE) certification as Form E of Proposal response (if applicable).

## **INSTRUCTIONS, SUBMISSION OF PROPOSALS, REQUIRED DOCUMENTS, AND PROCEDURES**

**GENERAL INFORMATION:** The instructions contained in this RFP are intended to afford the Proposer(s) an equal opportunity to participate in the proposal process and provide a predetermined set of criteria on which the proposals will be evaluated by the District. This RFP is governed by Section 44.031 of the Texas Education Code (TEC). By submitting a proposal, the Proposer agrees to provide the goods and/or services in full accordance with the Scope of Services and/or Specification of Goods and to comply with all applicable state and federal statutes, and all local Board of Trustees policies.

By submitting a proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets conditions.

The designated district employee during the proposal process shall be Alissa M. Sanchez, Finance Director, 200W. Bennett St., Falfurrias, Texas 78355, phone (361) 325-8015, or, [asanchez@bcisd.us](mailto:asanchez@bcisd.us). All communications pertaining to the RFP shall be addressed in writing, as indicated in the next paragraph.

**Questions concerning the RFP** will be answered only if sent in writing and submitted to Alissa M. Sanchez, Finance Director at [asanchez@bcisd.us](mailto:asanchez@bcisd.us) on or before **May 22, 2026 at 12:00 PM (CT)**. If there is a pre-proposal conference, responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference and included in the first addendum along with additional information including questions and responses from the pre-proposal conference. All questions submitted in writing to the Finance Director prior to the deadline will be answered in the form of addenda. All addenda will be posted on the BCISD website at: <https://www.bcisd.us/quicklinks/required-postings>.

Issuance of this RFP does not commit BCISD, in any way, to pay any costs associated with the preparation and submission of a vendor's proposal. Nor does the issuance of the RFP obligate BCISD to award, enter into an agreement, or purchase any goods and services stated in the RFP.

BROOKS COUNTY ISD does not utilize Electronic Funds Transfer (EFT) to pay for goods and services.

**DEFINITIONS AND TERMS:** In this RFP, terms are used as follows:

“Agreement” is defined in the Purchasing General Terms and Conditions.

“BCISD or District” refers to BROOKS COUNTY Independent School District.

“Proposer” refers to the person/firm that submits a proposal to this RFP.

“Project” means the Statement of Work for furnishing goods and services.

“Proposal” refers to the document submitted by an entity that addresses the scope and requirements of this RFP.

“RFP” refers to this Request for Proposal.

“Statement of Work” is set forth in the Statement of Work and Specific Conditions.

“Supplier” and/or “Vendor” refer to the person(s)/firm(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.

“Best Value”. In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria provided under “Evaluation Criteria”.

**SPECIFICATIONS:** Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at the Proposer(s) risk. The evaluation criteria for the award of this RFP are set forth in the Statement of Work and Specific Conditions Section of this RFP at paragraph.

**SUBMISSION OF PROPOSALS:** The Proposer(s) should propose their lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP. All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be electronic or original in ink. Failure to sign the required forms of this proposal may result in rejection of the Proposer's proposal. A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP.

Proposed prices should be firm (fixed). However, if the Proposer(s) believes it necessary to include in their price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted. The economic price adjustment should give the maximum price increase or decrease (either % or \$) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project, if applicable. Travel expenses associated with the project must conform to Travel Reimbursement Rates posted on the Texas Comptroller of Public Accounts website for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

The District's standard freight terms are FOB destination, prepaid and allowed. BCISD may specify various and different locations within the District for "destination" during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with BCISD's directions and the instructions set out in the Agreement, the Supplier shall pay to BCISD any excess cost incurred by District.

Proposer(s) are required to provide BCISD with a menu of any optional services, if offered. Each service must be priced separately and independent of any other services offered or rendered.

**FINANCIAL INFORMATION:** Proposer(s) may be required to submit a current audited financial statement. The Director of Purchasing will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)' federal income tax returns, with all amendments, may be required.

**DISCUSSIONS / NEGOTIATIONS:** Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, BCISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by BCISD and will include only those initial proposals that BCISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

**BEST AND FINAL OFFERS:** Best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

**MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by written or electronic notice received by the Bid Specialist prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer's authorized representative prior to the Proposal due date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the proposal.

**PRE-PROPOSAL CONFERENCE:** Proposer(s) are strongly encouraged to attend the pre-proposal conference, if applicable. The conference will start promptly at the stated time. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference. Unless indicated otherwise, Pre-Proposal Conferences will be held at the Purchasing Department, 607 Richland Hills Dr., Suite 700, San Antonio, TX 78245.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed.

**VENDOR DEMONSTRATIONS / INTERVIEWS:** At the District's discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and interview or host a District visit, based on a District pre-defined agenda and time line. Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements.

**AWARD:** Award of the project to Proposer(s) will be confirmed by an Award Letter, and/or Purchase Order.

**NOTE:** Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District.

**LATE PROPOSALS:** Responses submitted after the due date and time noted in this RFP shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock in the BROOKS COUNTY ISD’s Purchasing Department, Support Services Center, 607 Richland Hills Dr., Suite 700, San Antonio, Texas 78245, shall be the official date and time of receipt. It shall be the sole responsibility of the Proposer(s) to ensure that their proposal is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

**RETENTION OF PROPOSAL DOCUMENTATION:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of BCISD.

**RESERVATION OF RIGHTS:** The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the Best Value for the District, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

**CODE OF SILENCE:** The code of silence period will begin upon posting of the solicitation and end when the contract is awarded. The code of silence is a specified period of time during a competitive procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any BCISD Board members, district employees, consultants, and any contractor involved in any step in the procurement process about the affected procurement. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. “Consultant” in the procurement process includes but may not be limited to a third party whom the district has contracted with to provide advice and further purposeful activities in the area of specialization within the scope of services or goods to be procured.

All solicitations for competitive procurements will identify a designated contact person, as per the Purchasing General Terms and Conditions listed in the solicitation (provided below). All communications to and from potential Proposers, bidders, vendors and/or their representatives during this period must be in accordance with this solicitation’s defined method of communication with the designated contact person.

In those instances, in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the code of silence procurement.

**BROOKS COUNTY INDEPENDENT SCHOOL DISTRICT VENDOR VERIFICATION FORMS:** All vendors submitting a response to a formal Bid, RFP, RFQ or any contracts, contract amendments, renewals or change orders are required to complete the Vendor Verification Forms within this document.

**REQUIRED DOCUMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. The District reserves the right to disqualify Vendor if any required attachments do not accompany the proposal when it is submitted. The proposal may be deemed non-responsive for further consideration.

The Proposal shall be submitted as set forth below:

1. **Technical Response –**

- **Cover Letter** with contact information (one page)
- **Table of Contents** (one page)
- **Proposal Acknowledgement Form** (Signed page 1 of this solicitation)
- **Executive Summary** (one page or less)
  - a. Organization/Agency
  - b. Contact Person and Contact Information (i.e. phone number, fax number, e-mail address, alternate point of contact)
  - c. Organization Background Information/History
  - d. Describe experience, qualifications, and successes in the selected service area
  - e. Describe what services, activities, or strategies will be provided and frequency
  - f. Name and title of staff members, and number of staff to be involved Indicate the number of people in your organization

and their level of experience and qualifications and the percentage of their time that will be dedicated to this project.

- **Statement of Work** – Description of services and capabilities as outlined in the Statement of Work section of the RFP, in the order shown. Clearly describe the statement of the goods and /or services to be provided based upon the information in the Statement of Work and Specific Conditions and Specification Sections stated in the RFP. Respond to each item listed.
  - **Questionnaire Response (If questionnaires are supplied and a response is required.)**  
Respond to any questionnaires included in the RFP. If no questionnaires are submitted, this section should be left blank.
2. **FORM A: Company Information & Antitrust Form**
  3. **FORM B: Pricing & Service Affirmation**
  4. **FORM C: Price Sheet**
    - Any and all pricing information, including any alternate pricing proposals that may be acceptable for some projects. If a Price Proposal form is included, that form **MUST** be used to submit proposed pricing. Pricing must not include sales tax. If pricing is for a multi-year contract, provide pricing for each year.
  5. **FORM D: Certificate of Insurance (Acord Form)**
  6. **FORM E: SWMVBE Certification (if applicable)**
  7. **BROOKS COUNTY ISD Vendor Certification Form**
  8. **BROOKS COUNTY ISD EDGAR Certification Form**
  9. **Conflict of Interest Certification Form**

Follow link to complete the Conflict of Interest (CIQ) and upload to Bonfire “Requested Information”.

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>
  10. **Certificate of Interested Parties – Form 1295**

Follow links to complete the Certificate of Interested Parties and upload to Bonfire “Requested Information”.

<https://www.ethics.state.tx.us/filinginfo/1295/>

[Logging in for first time users](#)

[How to create a certificate for Business Entities](#)
  11. **Specification Sheets and User Manual**
  12. **Addenda**
    - Insert all executed copies of Addenda, if applicable, under this section.

**Evaluation Not on Price Alone**

The Evaluations Committee designated by the District will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the RFP and in the instructions on submitting a proposal. The District reserves the right to award a contract to the Proposer offering the best value, and not necessarily to the Proposer proposing the lowest price and reserves the right to accept or reject any or all Proposals and waive any formalities. It is not the policy of the District to purchase based on lowest price proposals alone. In evaluating proposals submitted, the District will consider the criteria set out in Tex. Education Code, Section 44.031(b) shown in the table below. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Director of Purchasing be eliminated from further evaluation. The Director of Purchasing’s decision is final.

**Acceptance of Evaluation Methodology**

By submitting its Proposals in response to this RFP, the Proposer accepts the evaluation process and methodology, and further, acknowledges and accepts that determination of the “best value” offeror will require subjective judgments by the Owner. **Proposer agrees to waive any claim it has or may have against the District, and its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposer; waiver of any requirements under the proposal documents; acceptance or rejection of any Response; and award of a contract.**

**Evaluation Process**

The process for evaluation and ranking of the Proposals shall be as follows:

On the proposal due date and time, the District will receive and open the Responses to the RFP from Proposers. Within a reasonable time, an evaluation committee appointed by the Issuing Department (“Evaluation Committee”) will review and evaluate and score the submitted proposal responses, based on the published selection criteria (and relative weights) set out below in this RFP. Following an individual evaluator review and evaluation of each response, the Evaluation Committee will meet as a body, to discuss the individual evaluations. Adjustments to the scoring completed by the individual evaluators may be made and at the conclusion of the Committee Meeting, the scores will be submitted for electronic ranking of the Responses based on the individual scoring of the published criteria (and weights) via the Bonfire System.

	<b>Criteria Description</b>	<b>Methodology</b>	<b>Weighted Value</b>
1.	The purchase price and the total long-term cost to the District to comply with laws and rules relating to historically under-utilized businesses.	BCISD will review pricing information requested and provided in Form C - Price Sheet in this RFP. BCISD will review information related to the total long-term cost to BCISD to acquire Proposer’s goods and services based upon the information provided by the Proposer on Form C- Price Sheet in this RFP and Proposer’s reputation for timely addressing warranty work, if any.	45%
2.	The reputation of the Proposer and of the Proposer’s good or services and the quality of the Proposer’s goods or services.	BCISD will review information related to the Proposer experience with similar projects and reputation based upon information provided by the Proposer and information obtained by references; experience on similar/comparable sized projects for other school districts; and reputation for consistent on-going support and satisfactory future warranty administration performed by the Proposer. BCISD will review information related to the quality of the Proposer’s services and/or goods-based information provided by Proposer and information obtained by references of Texas School Districts.	25%

3.	The extent to which the goods or services meet the District's needs.	BCISD will review information related to the extent to which the requested goods and/or services will meet the Project's needs based upon information provided by Proposer and the stated needs of the District described in the Scope of Services and/or Goods Requested.	20%
4.	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses.	BCISD will review information provided by Proposer in Form E – SWMVBCE Certification (if applicable).	5%
5.	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state.	BCISD will review information provided in Form A – Company Information.	5%
		<b>TOTAL</b>	100%

## STATEMENT OF WORK AND SPECIFIC CONDITIONS

### Introduction

The BROOKS COUNTY Independent School District is seeking qualified vendors to provide “Large Equipment for Child Nutrition” that will meet the needs of the District. This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal’s content or exclude any relevant or essential information. Vendors are at liberty and are encouraged to expand upon the specifications to evidence product capabilities.

### Background

The BROOKS COUNTY ISD (the “District”) is the largest public-school system in the Bexar County area (K-12) and is the fourth (4<sup>th</sup>) largest public-school system in the state of Texas. Current facilities include 82 elementary schools, 21 middle schools, 12 high schools, 11 magnet schools/programs, 4 special schools, and 15 support sites and transportation centers.

All purchases will be contingent upon available funds.

### Statement of Work:

1. Upon opening the District may request sample products for the evaluation process. Vendors are responsible for providing and collecting these items at their expense.
2. Vendors are to bid their best firm price on the items listed on the price sheet. Notification of any changes in the Manufacturer’s list/trade or net price must be submitted in writing for approval at least thirty (30) days prior to effective date.
3. Items will be purchased on an “as needed” basis. Quantities indicated are the District’s “best guess” annualized quantities. No quantities are guaranteed or implied.
4. The District reserves the right to purchase from another vendor any equipment that may be out of stock or, if it cannot be obtained in a reasonable amount of time as determined by BCISD.
5. Supporting Manufacturer documentation must accompany your notification of price increase or decrease.
6. Determining factors for selection will be: stock availability, delivery time, reputation of brand names offered and reputation of the proposer.
7. Brand and code awarded must be the brand and code delivered. No unauthorized substitutions will be accepted. No substitutions shall be made in lieu of items offered and/or awarded in the contract unless the vendor has obtained permission.
8. All goods are subject to inspection and return, at the expense of the vendor, if found to be non-conforming to the award. If items are non-conforming in any respect per districts opinion (quantity, quality, or packaging) the District has the right to reject the shipment without liability.
9. Freight/handling charges must be included in bid price. **SUPPORTING DOCUMENTS MUST ACCOMPANY ANY ADDITIONAL FREIGHT/HANDLING CHARGES.**
10. Deliveries can be made to either of the two (2) BROOKS COUNTY Cafeterias as listed below:
  - a. **Falfurrias HS Cafeteria** – 100 Jersey Lane, Falfurrias, Texas 78355
  - b. **Falfurrias JH School Cafeteria** – 602 S. Center St., Falfurrias, Texas 78355
  - c. **Falfurrias Elementary School** – 100 E. Allen St., Falfurrias, Texas 78355
  - d. Appointments for deliveries are necessary. Please call (361) 325-8015. Delivery times are from 8:30 am – 4:00 pm Monday – Friday, closed 11:00 am – 12:00 pm.
11. Equipment shall be received by BCISD unopened, in factory-sealed cartons. All products must have, where supplied, a factory serial number on both the product and packaging. Any alteration of a factory serial number will result in cancellation of the order and return of the product.
12. If delivered goods are deemed unacceptable after delivery, the vendor is responsible for picking up goods within fifteen (15) working days after written notification.
13. Vendor shall deliver merchandise with BCISD Purchase Order numbers clearly marked on all itemized invoices and/or packing slips.
14. Payment terms for discounts will start from the date the correct invoice is received in the Child Nutrition Department or if the invoice is received before product delivery from the date the product is delivered. All invoices should be sent to:

BROOKS COUNTY ISD –Business Office  
ATTN: Accounts payable  
Mainland Drive  
Falfurrias, TX 78355 or  
Email: asanchez@bcisd.us

15. In the event funds are not appropriated by the BCISD governing body in any fiscal period for payments due under this bid, then the Director of Purchasing, or designee, will immediately notify the successful bidder(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to BCISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.
16. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
17. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
18. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410  
Fax: (202) 690-7442: or  
Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

19. Fraud: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property provided under the National School Lunch Program and/or School Breakfast Program whether received directly or indirectly, shall if such funds, assets or property are of value of \$100.00 or more, be fined no more than \$25,000 or imprisoned not more than five years or both; or if such funds, assets or property provided under the National School Lunch Program and/or School Breakfast Program, whether received directly or indirectly, knowing such funds, assets or property have been embezzled, willfully misapplied, stolen or obtained by fraud, shall be subject to the same penalties.