**Sharyland Independent School District**
**Purchasing Department**
1200 N. Shary Road, Mission TX 78572
Tel. (956) 580-5200 Ext. 1019
Fax (956) 580-5229

# COMPETITIVE PROCUREMENT SOLICITATIONS
## STANDARD TERMS & CONDITIONS

The terms "Bid," "Proposal," "Quote," and "Offer" may be used interchangeably unless otherwise specified. These Standard Terms & Conditions apply to all Competitive Sealed Bids, Requests for Proposals, Competitive Sealed Proposals, Quotes, and any other competitive procurement method issued by Sharyland Independent School District ("Sharyland ISD" or "District").

Submission of an Offer constitutes acknowledgment and acceptance of these Terms & Conditions.

### SOLICITATION INSTRUCTIONS

1. **Instructions to Respondents**

   Respondents must carefully review all solicitation documents, including specifications, terms, and conditions. Submission of an Offer signifies full understanding and acceptance of all requirements.

2. **Applicability**

   These Terms & Conditions form part of all solicitation documents and any resulting contract unless exceptions are clearly stated in writing and accepted by the district.

3. **Electronic Submission Requirements**

   All responses must be submitted electronically through the district's e-Bidding System:

   **https://sharyland.ionwave.net/**

   Vendors must register to obtain login credentials. Assistance is available through the Purchasing Department.

4. **Point of Contact**

   All communication regarding the solicitation must be directed to:

   Jesse G. Salazar, Purchasing Director, Email: jgsalazar@sharyland.org

   No verbal communication with District staff or Board members is permitted.

5. **Submission Deadline**

   Responses must be submitted electronically before the stated deadline. The system automatically locks at the deadline and will not accept late submissions. Faxed, emailed, submissions will not be accepted.

6. **Errors or Omissions**

   Respondents are responsible for verifying all information and assessing all conditions prior to submitting an Offer. Unit pricing governs in the event of discrepancies.

7. **Withdrawal of Responses**

   Responses may be withdrawn electronically prior to the submission deadline. After the deadline, no Offer may be withdrawn.

8. **Addenda**

   All changes to the solicitation will be issued as electronic addenda. Respondents are responsible for reviewing and acknowledging all addenda.

9. **Term of Offer**

   Unless otherwise stated, all pricing, terms, and conditions must remain firm for the period specified in the solicitation.

**10. Equal Opportunity**

The district does not discriminate on the basis of race, color, national origin, age, religion, sex, or disability.

**11. Vendor Authority**

Offers must be submitted by an authorized representative with legal authority to bind the company.

**12. Electronic Signature**

The electronic signature entered in the designated field constitutes a legally binding signature.

**13. Notice of No Bid**

Vendors unable to submit a response should enter a "No Bid" with a brief explanation.

**14. Tie Bids**

Consistent tie bids may result in rejection or investigation of antitrust concerns.

**15. Cost of Proposal Preparation**

The district is not responsible for any costs incurred in preparing or submitting an Offer.

**16. Non-Collusion Statement**

By submitting an Offer, the vendor certifies compliance with all applicable anti-collusion, anti-bribery, and ethics laws.

**17. Adherence to Specifications**

Submission of an Offer signifies agreement to furnish products or services in accordance with the specifications unless deviations are clearly noted.

**18. Anti-Lobbying**

Vendors may not lobby Board members or District staff between the submission deadline and contract award.

**19. Debarment or Suspension**

Vendors must certify they are not suspended or debarred from federal contracting.

**20. Prohibition on Contracts with Abortion Providers (SB 22)**

Vendors must certify compliance with Texas Government Code Chapter 2272.

**21. Conflict of Interest (LGC 176)**

Vendors must submit a completed **Form CIQ** with their Offer.

**22. Form 1295 – Certificate of Interested Parties**

If applicable, vendors must submit a completed **TEC Form 1295** at the time of contract execution.

**23. Felony Conviction Notice**

Vendors must disclose felony convictions as required by Texas Education Code §44.034.

**24. Criminal History Reviews (TEC 22.0834)**

Vendors must conduct background checks, including DPS fingerprinting, for employees with direct contact with students.

**25. Certification Regarding Terrorist Organizations (SB 252)**

Vendors must certify they are not listed on the Texas Comptroller's list of companies engaged with foreign terrorist organizations.

**26. Certification Regarding Boycotting Israel (HB 89)**

Vendors must certify they do not and will not boycott Israel during the contract term.

## EVALUATION AND AWARD

1. **Procurement Method**
   The district follows Texas Education Code §44.031 for competitive procurement.
2. **Professional Services**
   Professional services are procured under Government Code Chapter 2254 and evaluated based on qualifications.
3. **Contract Award**
   The Board of Trustees may award by item, group, or total, whichever is in the district's best interest.
4. **Negotiation**
   Negotiation is permitted for RFPs, CSPs, and Quotes but not for Competitive Sealed Bids.
5. **Withdrawal of Proposals**
   Offers may not be withdrawn after closing without written justification and Board approval.
6. **Order Quantities**
   The district may purchase more or fewer quantities than estimated.
7. **Right to Accept or Reject**
   The district may accept or reject any Offer and waive informalities.
8. **District Needs**
   Departments may purchase from awarded contracts as needed.
9. **Best Value Evaluation**
   Contracts are awarded based on "best value" as defined in TEC §44.031(b).
10. **Evaluation Criteria**
    Criteria include price, reputation, quality, past performance, compliance with specifications, long-term cost, and other factors listed in the solicitation.
11. **Additional Award Factors**
    Includes Texas reciprocity, local preference (where applicable), environmental preferences, delivery requirements, safety record, and community involvement.
12. **Non-Responsive Bidders**
    Vendors with a history of poor performance may be deemed non-responsive.
13. **Samples**
    Samples may be required and must be provided at no cost.
14. **Vendor Credibility**
    The district may require proof of financial stability, capacity, and authorization to sell products.
15. **Licenses and Certificates**
    All required licenses must be submitted with the Offer.
16. **Specifications and Requirements**
    Alternate products must be clearly identified and accompanied by descriptive literature.
17. **"Or Equal" Clause**
    Equivalent products may be considered. The district is the sole judge of equivalency.

## FEDERAL PROCUREMENT REQUIREMENTS

*(Applicable to Federally Funded Purchases)*

1. **Uniform Guidance Compliance (2 CFR Part 200)**
   *Vendor shall comply with all procurement standards applicable to non-Federal entities under **2 CFR §§ 200.317–200.327**.*
2. **Debarment and Suspension**
   *Vendor certifies compliance with **2 CFR Part 180** and **2 CFR §200.214**.*
3. **Byrd Anti-Lobbying Amendment**
   *For contracts exceeding $100,000, Vendor must submit all required lobbying certifications and disclosures.*
4. **Contract Work Hours and Safety Standards Act**
   *Vendors must comply with overtime and safety requirements for laborers and mechanics.*
5. **Equal Employment Opportunity**
   *Vendor must comply with Executive Order 11246 and all applicable EEO requirements.*
6. **Davis-Bacon Act**
   *If required by the federal awarding agency, Vendor must pay prevailing wages and submit certified payrolls.*
7. **Rights to Inventions**
   *Vendor must comply with 37 CFR Part 401 for federally funded research or development.*
8. **Clean Air Act & Federal Water Pollution Control Act**
   *Vendors must comply with environmental requirements for contracts exceeding $150,000.*
9. **Record Retention**
   *Vendor must retain all records for **three (3) years** after final payment.*
10. **Access to Records**
    *Vendor must provide access to all contract-related records to the District, TEA, federal agencies, and auditors.*
11. **Procurement of Recovered Materials**
    *Vendor must comply with EPA guidelines for purchasing products containing recovered materials.*
12. **Domestic Preferences for Procurement**
    *Vendors must provide a preference for domestic products to the greatest extent practicable.*
13. **Termination for Cause and Convenience**
    *The district may terminate federally funded contracts for cause or convenience.*
14. **Conflict of Interest**
    *Vendor must comply with federal conflict-of-interest standards under **2 CFR §200.318**.*
15. **Energy Efficiency**
    *Vendor must comply with mandatory energy efficiency standards.*
16. **Copeland Anti-Kickback Act**
    *Vendors must comply with all anti-kickback regulations.*