



San Antonio ISD
Materials Management/Purchasing
1215 Austin Street
San Antonio Texas, 78208-1097
Phone: 210-224-2781 Fax: 228-3174

Issue Date: Friday, January 21, 2011

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RFP #11-014 (FA)

"After School Challenge Program Services"

Opening Time and Date: Tuesday, February 15, 2011 at 2:00 p.m.

(Request for Proposal)

Pamela Morrison
Pamela Morrison, Director, Materials Management *Jan 21, 2011*

The Proposal will be a firm offer which will be irrevocable and valid for 120 calendar days from the opening date.

The San Antonio Independent School District (SAISD) requests interested agencies to submit proposals for "After School Challenge Program Services" at various District campuses. 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. Proposals will be accepted by the San Antonio Independent School District at the Office of the Director, Materials Management/Purchasing Department, 1215 Austin Street, San Antonio, Texas 78208-1097.

The contract shall be valid for two (2) years from date of Board award with the option to renew for five (5) additional one (1) year periods, if mutually agreeable by both parties, under the original terms and conditions and pricing. Award of this proposal may be made to multiple vendors.

The attached Materials Management Department Terms and Conditions are an integral part of this RFP.

The successful Proposer(s) must provide Materials Management/Purchasing Department with original Certificates of Insurance to include coverage specified in General Terms and Conditions to include Commercial General Liability Insurance, Worker's Compensation Insurance and Commercial Automobile Liability Insurance as required in General Terms and Conditions - Item 88, within ten (10) working days from the date of SAISD Board of Trustees approval of award. Failure to provide these documents may result in disqualification of the proposal or award.

Please return original signed proposal and four (4) copies to Materials Management/Purchasing Department, Attn: Felix Alvarez, Contract Administrator, at the address noted above. All forms included as part of this RFP must be completed, signed (if applicable) and returned with proposal. **Please submit proposals in a sealed envelope, plainly marked with vendor's name, bid/proposal number, opening date and time.**

All questions regarding this Request for Proposal must be addressed in written format via e-mail to Felix Alvarez, falvarez1@saisd.net with an e-mail carbon copy to Rosalie Cavazos, rcavazos@saisd.net no later than **Tuesday, February 1, 2011 at 10:00 a.m.** Response to questions will be issued in the form of an addendum posted on the Texas Bid System.

PROPOSAL MUST BE SIGNED BELOW OR IT WILL NOT BE CONSIDERED FOR AWARD

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

Company Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

Telephone# (800 # if available): _____

Fax #: _____

BIDDER/PROPOSER AUTHORIZED TO SIGN:

Print Name: _____

Title: _____

Signature/Date Signed: _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Print Name/Title: Pamela Morrison, Director

Signature/Date Signed: _____

FOR SAISD OFFICE USE ONLY - NOTIFICATION OF AWARD

ITEMS AWARDED:

BOARD APPROVED:

TOTAL AMOUNT:

This District will transmit purchase orders electronically to reduce administrative costs. Please provide an e-mail address and/or fax number and point of contact (POC) where purchase orders should be sent. Awarded vendors are solely responsible for notifying the Materials Management, Bid Section, 210-224-2781 of any changes.

E-mail: _____ **Fax Number:** _____

POC: _____

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may be cause for disqualification.

1. References and Property Tax Status Acknowledgement Form, Page 3
2. Representation and Certification, Page 9
3. Contractor Criminal Background Certification, Page 11
4. Subcontractor Form, Page 12
5. Subcontractor Criminal Background Certification, Page 13
6. Conflict of Interest Questionnaire, Page 14
7. Request for Taxpayer Identification Number & Certification (W-9), Page 15
8. Detailed Price Affidavit, Page 16

REFERENCES

Offeror/Proposer must submit three (3) references for which After School Challenge Program Services were provided. Educational agencies K-12 are preferred. Failure to provide references as requested may cause proposal to be deemed non-responsive.

1. Company	
Address	
Point of Contact	
Phone Number	
Length of Relationship	
2. Company	
Address	
Point of Contact	
Phone Number	
Length of Relationship	
3. Company	
Address	
Point of Contact	
Phone Number	
Length of Relationship	

Note: "Please indicate (by labeling this form "Confidential") whether you consider as confidential the references provided above. If so and subject to decision by the Texas Attorney General, information provided below or provided by a reference may not be publicly disclosed if such information (1) is confidential by law, (2) would give advantage to a competitor or bidder, or (3) constitutes a trade secret or commercial/financial information which, if released, would cause substantial competitive harm to the person/entity providing the information."

PROPERTY TAX STATUS ACKNOWLEDGEMENT

The District is prohibited from contracting with entities that are delinquent on taxes owed to the County (Bexar). As such, the District reserves the right to verify the payment status of your Company through the Bexar County Appraisal Office.

By signing below, Proposer acknowledges that they are in good standing on Bexar County Property Taxes.

Company Name: _____ Signature: _____

Submitter's Name/Title (Print): _____ Date: _____

RFP #11- 014(FA), "After School Challenge Program Services"
Proposer Company Name _____

Scope of Work

1. After School Challenge (ASC) Services will be provided to students in grades K-8 enrolled in SAISD schools for the 2011-2012 School Year at approximately 65 campuses to approximately 5,700 students. Please see Attachment A for a listing of the 65 campuses.
2. The on-site after school program will be closely aligned with SAISD's academic instruction, promote increased school attendance, and grade progression.
3. The ASC Program will not run for more than 168 days. Beginning first day will be August 22, 2011. The ASC Program shall operate a minimum of three hours (3), on each regular school day in accordance with District's School Calendar.
4. Participation in the ASC Program shall be open to any District student attending the campus where the program is offered. Permission for participation must be obtained from parent, guardian or other person with lawful authority under court order on an authorized District permission form with an appropriate release of student records provision. At a minimum, students must be in Kindergarten and must be 5 years old, as of September 1st of the school year to participate.
5. Provider, in collaboration with the Principal or designee at each site offering the program, shall determine and articulate a plan of action for operating the Program and the Program objectives to be approved by the Senior Director of Educational Services. Minimally, the plan of action shall consist of the following components:
 - a. Homework and tutorial assistance based on the school day's instructional lessons / objectives aligned to District's curriculum;
 - b. A safe and conducive place for students to study, socialize, and interact;
 - c. An opportunity to acquire skills of life-time recreational sports for leisure time enjoyment;
 - d. Implement the web-based program of Learning Through Sports, at campuses with computer access.
6. District shall be responsible for providing snacks, in cooperation with the United States Department of Agriculture (USDA) Free Snack Program, for all schools that qualify for the Free Snack Program and are being used as program sites for the After School Challenge Program. Expired foods and those lacking nutritional value shall not be permitted. The Provider shall be responsible for ensuring that the After School Challenge Program Staff serve the snack in accordance with USDA guidelines.
7. A minimum of two (2) staff persons shall be on duty at all times during the operation of the program at each site. If average daily attendance at the site exceeds 50 participating students, additional staff shall be added to maintain a 25:1 student to staff ratio. A 22:1 ratio shall be maintained for kindergarten students.
8. A designated facilitator not employed by the District shall be approved jointly by the Provider and District. Provider shall be responsible for the salaries of staff at each program site and other staff necessary to serve students with special needs. District employees shall be given priority in staffing the program. All program personnel and volunteers hired or procured by Provider shall be subject to mutually appropriate standards to ensure the safety and welfare of students, including a criminal history background and mandated fingerprinting check. It shall not be necessary to conduct criminal history background checks on District employees hired by Provider for program staffing who have already been the subject of such checks by District. Provider warrants that any one employed in the program are

RFP #11- 014(FA), "After School Challenge Program Services"

Proposer Company Name _____

duly trained and competent to provide the services contemplated hereunder. All program personnel and volunteers, while providing services in the program at a District facility, shall be under the direct supervision of the designated facilitator, designee or Provider. All program personnel shall remain with the participants at all times.

9. ASC Service Provider will designate a Site Facilitator to be the contact person at each site. The Provider will hire staff and be responsible for salaries of the program staff at each program site and additional staff needed to serve students with special needs. The Site Facilitator and staff will not be employees of the District and will have no rights and claims against the District for their participation in the program. The facilitator and staff are employees of Provider.
10. The ASC Service Provider will provide for, manage and administer the following aspects of the program:
 - Staff and supervision
 - Care and maintenance of equipment and furniture
 - Supplies, including office, health and hygiene
 - Age appropriate activities
 - School and district coordination
11. The ASC Service Provider will provide a sample of scope of work to include curriculum/activities to be provided in the ASC Program.
12. The ASC Service Provider will submit a multi-tier budget in which Service Provider will estimate cost options for ten, fifteen and twenty sites. Negotiations will commence upon award.
13. The ASC Service Provider will provide to the District an agency handbook pertaining to After School Programs.
14. The ASC Service Provider will provide to the District job descriptions for employee positions.
15. The ASC Service Provider will provide to the District the latest financial report to ensure fiscal responsibility.
16. The ASC Service Provider will provide to the District a list of training that will be offered to employees.
17. The ASC Service Provider will provide to the District an internal evaluation used to evaluate such program.
18. The ASC Service Provider will provide to the District the number of sites the Provider is able and willing to provide services.
19. The ASC Service Provider will follow the District's recommended schedule for the ASC Program, when necessary.
20. The ASC Service Provider will register students for the program and collect applicable fees.

21. ASC Service Provider will recruit students for the campus programs and organize campus meetings with participants' parents and campus staff as needed.
22. ASC Service Provider will be required to implement the Mathematics/Science Initiative developed by the District at designated campuses.
23. Transportation of students provided by the Providers must have prior written consent by the District.
24. Provider and District agree to jointly operate the Program to provide after school educational and recreational opportunities for District students enrolled in District schools. District shall provide a site facility for each program location, to include adequate space for program participants and activities and space for storage of program equipment. The parties understand and agree that facilities may vary, depending on availability at each site and may include the cafeteria, a portable building, gymnasium, classrooms, computer labs, the library or any other suitable location as determined by District.
25. ASC Program will be opened to students from other locations in the event of transfers, relocations, etc...if they are transferring from another ISD or within SAISD.
26. This will be a cost reimbursement contract and District's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of the services provided by Provider in accordance with the terms and conditions of the contract. "Allowable Costs" shall be costs allowable under applicable law, funding conditions, and are reasonable and necessary to operate the program. There will be no payment advancements.
27. To receive reimbursement, Provider shall submit monthly, an invoice in a form prescribed by District. Upon receipt of a conforming invoice and all supporting documentation, reimbursement shall be made within thirty (30) working days after receipt of Provider's invoice. Provider agrees that any costs reimbursed hereunder shall not be claimed under another contract or grant from another agency. Invoices should be forwarded to the Educational Services Department, 1700 Tampico Street, San Antonio, Texas 78207, Attention: After School Challenge Coordinator.
28. The Provider's On-Site Facilitator will coordinate with the Campus Principal regarding program activities.
29. Provider shall document and report to District's After School Coordinator any incident occurring during the program which affects the safety or welfare of a student(s). Such report shall be delivered not later than twenty-four hours after the incident.
30. Provider agrees to maintain full and accurate records regarding: the number of participants attending each program site to include the activities planned and provided to the participants; the number of hours worked by the staff; the staff involved; attendance records for participants; program-related costs and expenses incurred, equipment procured for the program and all other pertinent information regarding the program, which will benefit the parties in operating and evaluating the program.
31. Provider and District agree that they are both committed to monitoring and continually evaluating and improving the After School Challenge Program. Provider agrees to distribute and collect District approved questionnaires from parents, participants and staff as a means of identifying possible improvements in the program. Provider shall submit all questionnaires to District for review and

approval twice a year.

32. District shall retain ownership of equipment, materials and other property obtained with funds hereunder (hereinafter "Program equipment"), and Provider shall relinquish possession of program equipment upon termination of this Agreement. Provider shall safeguard, maintain and inventory program equipment and promptly report to District's site designee the occurrence of any stolen, missing, damaged or destroyed program equipment and coordinate with District's Fixed Asset Department located at 1215 Austin St, San Antonio, Texas 78208, phone # 210-224-4886. Other equipment, materials and property purchased by Provider which are not subject to the above, may be kept at the program site provided sufficient and appropriate unused space is available. However, District shall not be responsible for any lost, stolen, damaged or destroyed equipment, materials or equipment.
33. The Provider's activities conducted and records maintained pursuant to the Agreement shall be subject to monitoring and evaluation by SAISD, the Department of Finance/Division of Internal Audit, or their duly appointed representatives. All records, forms and reports shall be kept intact and maintained for a period of five years after the conclusion of the contract (including any or all extensions) and available for audit at any time.
34. District and Provider shall continue to support a plan for, and implement, a quality initiative program with a focus on improving academics for those participants of the After School Challenge Program. District and Provider shall submit the plan for implementation of the quality initiative academic program to the City. Performance measures shall be established to support the successful implementation of an approved quality initiative program plan, and District and Provider shall be obligated to implement the quality initiative program by providing services such that the goals of the performance measures are achieved.
35. Provider agrees to distribute to and collect completed participants' applications for the After School Challenge Program and any other pertinent documents in their entirety for all participants for the duration of the After School Challenge Program.
36. District and/or Provider may terminate this Agreement for convenience and/or if the funding to make payment obligations hereunder is not appropriated or is otherwise not received by the District. In this event, both parties agree to provide a minimum of thirty (30) days advance written notice, but in no event shall the effective date of such termination be beyond a date after funding has depleted.
37. In the event of termination, Provider agrees to cooperate with the District in closing the Program at applicable sites and transferring documents and responsibilities to entities designated by District.
38. Provider agrees to maintain Workers Compensation Insurance for all staff of the After School Challenge Program. The District agrees to reimburse Provider for the cost of Workers Compensation Insurance related to individuals contributing 100% of their time and effort to the After School Challenge Program, and Workers Compensation costs related to other individuals contributing less than 100% will be prorated on time and effort.
39. No amendment, modification, and/or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and duly executed and agreed to by authorized representatives for Provider and District.

40. Any notice required hereunder to Provider shall be given by actual notice evidence by signed receipt or by U.S. certified or registered mail, return receipt requested, addressed to the signatory for Provider at the address shown on the signatures page herein. Any notice required hereunder to District shall be given by actual notice evidence by signed receipt or by U.S. certified or registered mail, return receipt requested, addressed to the following person: Superintendent of Schools, San Antonio Independent School District, 141 Lavaca, San Antonio, Texas 78210, with copy provided to: Senior Director of Educational Services Department, mailed by U. S. mail to the following address: 1700 Tampico, San Antonio, Texas 78207 and Contract Administrator, 1215 Austin St, San Antonio, Texas 78208. Such addressees and/or addresses may be changed from time to time by written notice of such change, given in accordance with these same provisions.
41. Either parties' failure to insist in any one or more instances upon strict performance by the other party of any terms of this Agreement shall not be construed as a waiver of the obligation or any continuing or subsequent failure to perform or delay in performance of any term hereof.
42. This Agreement shall be construed and enforced in accordance with Texas law, and venue for action to construe, enforce or adjudicate a dispute arising from this Agreement shall be Bexar County, Texas. The prevailing party in an action to enforce this Agreement in a court of competent jurisdiction shall be entitled to reasonable and necessary attorneys' fees and costs of court related to such action.
43. This Agreement constitutes the entire agreement between the parties, with any other preceding or contemporaneous written or oral agreement between them regarding the same subject matter being expressly waived by each party and of no effect. Provider acknowledges its understanding that this Agreement must be approved by District's Board of Trustees or its designee before it shall become effective.

REPRESENTATION AND CERTIFICATION

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:

- a. Represents that to the best of its knowledge it is not indebted to the San Antonio Independent School District. Indebtedness to the District shall be basis for non-award and/or cancellation and/or termination of any award.
- b. 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 subawards 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 nonprocurement 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 governmentwide nonprocurement debarment and suspension guidance contains those additional limited circumstances. All non procurement transactions (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions.

- c. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "Notification of Criminal History", a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation.

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): _____

- d. "Non-Collusion Statement" and "Anti-Lobbying Certification": "The undersigned affirms that they are duly authorized to execute this Representation and 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 San Antonio Independent School District Board of Trustees between bid/proposal submission date and award by the Board.

- e. The San Antonio ISD promotes, to the maximum extent allowed by law, participation by economically disadvantaged business enterprises in all District competitive procurement. Are you a qualified economically disadvantaged business enterprise or minority/women owned business enterprise?

(check one) Yes No

Type of Certification: _____

(i.e., Minority/Women-Owned Business, Small Business Enterprise, Historically Underutilized Business, Veteran Business Enterprise)

Please attach proof of certification to this submittal.

Certified by: _____

- f. "Conflict of Interest": No officer, agent, or stockholder of the proposer is a member of the staff, or related to any employee of the San Antonio ISD except as noted herein: _____

On May 23, 2005, the Texas Senate passed House Bill No. 914, adding Chapter 176 to the Local Government Code, which requires governmental entities to impose new disclosure and reporting obligations on Vendors and potential Vendors, beginning January 1, 2006. It is mandated by the State of Texas that each Vendor doing business with the School District submit a completed and annually updated Conflict of Interest questionnaire to Materials Management, Bid Section no later than September 1, for each year of the contract. Failure to comply with this statute will result in non compliance and contract termination. Please complete the Conflict of Interest Questionnaire along with all other required documents to accompany bid/proposal submittal.

- g. Bidder/Proposer agrees to the attached "Materials Management General Terms & Conditions" and any Special Terms & Conditions (if applicable) of this bid/proposal and in case of conflict with other documents provided by Bidder/Proposer, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.

- h. "Insurance, Bonds": Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. SAISD may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/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/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 the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

- i. "Criminal Background Checks/Searches": 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 Materials Management General Terms & Conditions (Criminal Background Check) and "Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9" (attached) and "Contractor Criminal Background Certification (attached). Frequently asked Questions and Answers for the Criminal Background Certification can be viewed at www.saisd.net/ADMIN/purchasing/index.shtml.

I, the undersigned officer or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

Company Name: _____ Submitter's Name/Title: _____

Submitter's Signature: _____ Date: _____

This sheet must be completed, signed, and returned with firm's submittal.

Revised: 02-02-2010

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Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9

Senate Bill 9 directs school district contractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322

Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that Company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. Please include:

Company Name
Company Address
Company Phone
Name of Company point of contact
Phone of Company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised ***FAST Fingerprint Pass*** that Company will have to provide to its employees and applicants. Company's employees and applicants will use that ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.

Contractor Criminal Background Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify that fact to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060.

On behalf of _____ ("Contractor"), I certify that [check one]:

☐ None of Contractor's employees are *covered employees*, as defined above.

Or

☐ Some or all of Contractor's employees are *covered employees*. If this box is selected, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

(3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Company Name: _____ **/Submitter's Name/Title:** _____

Email Address: **(PLEASE TYPE EMAIL ADDRESS)** _____

Submitter's Signature: _____ **Telephone No.** _____ **/800 # (if available)** _____

Fax No. _____ **Date:** _____

Address: _____ **City, State and Zip Code:** _____

This form is required to be completed and signed however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the contractor's expense.

Revised April 15, 2010

This sheet must be completed, signed, and returned with Prime Contractor's submittal

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Subcontractor Form

Undersigned shall employ, subject to the Owner's approval, the following subcontractor for the Request for Proposal. **One (1) form must be provided for each and every subcontractor employed.** The prime Proposer shall bear the sole responsibility for the successful completion of work performed by the below listed third party service provider(s).

Service provided by Subcontractor:	
Name of Subcontractor:	
Address:	
City/State/Zip:	
Telephone:	
Fax Number:	
E-Mail Address:	
Point of Contact:	
Business Days/Hours:	
No. Years in Business Under This Name:	
No. Years at Location Listed:	
No. Personnel Employed:	

Subcontractor Name: _____ /Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

Note: Due to provisions made to Contracted Services Criminal History by HB 2730, effective September 1, 2009, all subcontractors must certify to the District, that the subcontractor complied and adheres to the Criminal History check requirements.

All subcontractors identified above, must complete the "Subcontractor Criminal Background Certification" form.

This sheet must be completed, signed, and returned with Prime Contractor's submittal

Revised April 15, 2010

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Proposer Company Name _____

Subcontractor Criminal Background Certification

Introduction: Texas Education Code Chapter 22 requires service subcontractors to obtain criminal history record information regarding covered employees and to certify that fact to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060. This same standard applies to employees of subcontractors.

On behalf of _____ ("Subcontractor"), I certify that [check one]:

☐ None of subcontractor's employees are *covered employees*, as defined above.

Or

☐ Some or all of subcontractor's employees are *covered employees*. If this box is selected, I further certify that:

(1) Subcontractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Subcontractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

(2) If Subcontractor receives information that a covered employee has a disqualifying conviction, subcontractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

(3) Upon request, Subcontractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Subcontractor with this certification may be grounds for contract termination.

Subcontractor Name: _____/Submitter's Name/Title: _____

Email Address: (PLEASE TYPE EMAIL ADDRESS) _____

Submitter's Signature: _____ Telephone No. _____/800 # (if available) _____

Fax No. _____ Date: _____

Address: _____ City, State and Zip Code: _____

This form is required to be completed and signed however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the sub- contractor's expense.

Revised April 15, 2010

This sheet must be completed, signed, and returned with Prime Contractor's submittal

RFP #11- 014(FA), "After School Challenge Program Services"
Proposer Company Name _____

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****Form CIQ****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2**☐**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer name in this section.

4

Signature of person doing business with the governmental entity

Date



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Proposer Company Name _____

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	<u>Request for Taxpayer</u> Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or Type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	☐ Individual/ Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other ☒ Exempt from backup withholding	
	Check appropriate box: ▶	
	Address (number, street, and apt. or suite no.)	Requester: San Antonio Independent School District Materials Management 1215 Austin St San Antonio, Texas 78208
City, state, and ZIP code.		
List Account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN) However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.		
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		
Social Security number Employer identification number 		
Part II Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
3. I am a U.S. person (including a U.S. resident alien).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)		
Sign Here	Signature of U.S. person ▶	Date ▶
REMITTANCE ADDRESS, if different from above:		

Adopted 06/29/2007

This sheet must be completed, signed, and returned with firm's submittal.

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Detailed Price Affidavit

The District requires full disclosure of any/all pricing to include any "hidden" or "additional charges". The District will not be liable for hidden costs or additional charges not disclosed.

Description of Cost/Price	Total Cost/Price	Comments

The pricing presented and the costs/pricing identified on this affidavit are all inclusive to provide the products, goods, and/or services identified in the solicitation document.

Company Name: _____ Submitter's Name/Title: _____

Submitter's Signature: _____ Date: _____

This sheet must be completed, signed, and returned with firm's submittal, if applicable.

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Materials Management - General Terms & Conditions

1. **Acceptance of Bid/Proposal Content** - These general conditions governs the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Bidder/Proposer has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of a Bidder/Proposer to accept these conditions in a final contract shall result in cancellation of award.
2. **Responsiveness** - It is the Bidder/Proposer's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions may result in disqualification.
3. **Bid/Proposal Form Submission** - Return signed original sealed bid/proposal in a sealed envelope, plainly marked with vendor's name, bid/proposal number, opening date and time. Return bids/proposals to the Materials Management/Purchasing Department, 1215 Austin Street, San Antonio, Texas 78208. Additional copies of the bid/proposal may be requested. Faxes will not be accepted.
4. **Late Submission** - Bids/proposals received after the time and date specified will **not** be accepted.
5. **Signature Block** - Bids/proposals received without proper signature will **not** be accepted.
6. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will **not** be accepted.
7. **Instructions to Bidder/Proposer** - All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Bidder must submit prices and other information required in the proper spaces on the bid/proposal forms provided. Deviation will result in disqualification of the bid/proposal.
8. **Acknowledgement of Amendments** - Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed "Sealed Bid/Proposal" form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum **is not returned**, the bid/proposal **will be** disqualified. Free BidNet registrants must frequently check the system to obtain notification of all published addendums. The District will not be responsible for making any other form of direct notification other than through BidNet Channels.
9. **Alternative Bids** - No alternate bids/proposals will be accepted, unless otherwise stated in the bid/proposal.
10. **Instructions to Bidder/Proposer** - Awarded vendors are solely responsible for notifying the Materials Management, Bid Section, of any changes, in writing, to the company's name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.
12. **Receipt and Opening of Offers** - (1) Bids (i.e., Offers from IFBs) will be publicly opened, Offerors identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs, RFOs, and RFQs) will be opened by SAISD in a non-public forum. Names of Offerors and prices will NOT be disclosed until after evaluation and award. (3) All Offers received in response to solicitation documents (IFBs, RFPs, RFOs, RFQs, etc.) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.
13. **Tax Exemption** - The School District is exempt from Texas State and Local Sales Tax and Federal Excise - IAW Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57th Legislature, first Called Session, 1961 - **DO NOT INCLUDE TAX IN YOUR BID OR PROPOSAL.**
14. **Informalities and Irregularities** - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, extend due date(s), or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the

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best interest of the District. The Director, Materials Management shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility may be grounds for a determination of non-responsibility.

15. **Employee Discrimination** - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
16. **Bid Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at anytime prior to the bid/proposal opening date & time. Bids/Proposals cannot be amended or altered, except to correct price extension errors, after the opening date and time.
17. **Evaluation Criteria** - Pursuant to the Texas Education Code 44.031 (a) and (b), the District shall evaluate and consider: the purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and vendor's references, record for fiscal and contracting responsibility, knowledge of the product/service and any other relevant factor specifically listed in the request for bids or proposals. Quality and suitability of the product/service bidded and/or proposed and not price alone shall be considered in the acceptance of bids/proposals. The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation factors.
18. **Recovery of Money** - If the Bidder/Proposer fails to deliver both the quality and quantity of items on which the award was made in the manner specified in the contract, SAISD reserves the right to purchase the specified goods/services on the open market and vendor agrees to allow SAISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.
19. **Purchase Orders** - Successful vendor **shall not** begin work/services or deliver merchandise without a signed purchased order.
20. **Taxes** - Because fiscal responsibility is a criterion, in the event that a vendor is or subsequently becomes delinquent in the payment of school advalorem taxes, such fact may be grounds for rejection of the bid/proposal, or if awarded the bid/proposal, for cancellation of the contract. However, the District reserves the right to deduct any amounts owed for delinquent taxes from pending payments that the District may owe to the vendor as a result of such contract.
21. **Assignment Delegation** - No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Director, Materials Management or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 1215 Austin Street, San Antonio, TX 78208. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.
22. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
 - a. District may cancel or terminate the award or agreement for convenience, with or without preference upon 60 day written notice.
 - b. During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
 - c. Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
 - d. District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
 - e. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.

23. **Force Majeure** - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
24. **Indemnification** - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
25. **Applicable Law and Venue** - The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in San Antonio, Bexar County, Texas.
26. **Right of Inspection** - The District has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the District reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and the Seller assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or invoke any of its remedies.
27. **Qualification of Bidder/Proposer** - The School District will use a Request For Information as an "expressing of interest" to announce the intent of the District to solicit Offers or Proposals for certain products and/or services and to request that interested vendors advise the District of their interest. This is a flexible instrument that conveys no commitment on the part of either the District or the vendors. It is used merely to collect information.
28. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
29. **Title and Risk of Loss** - The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery.
30. **Proprietary Information** - Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.
31. **Out of State Vendors** - The "Reciprocity Rule" applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
32. **Gratuities** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this revision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
33. **Oral Statement** - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.
34. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60) days written notification of intent.
35. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to

perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

36. **Waiver** – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.
37. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the SAISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
38. **Instructions to Bidder/Proposer** - All Bidders/Proposers awarded from this bid/proposal must participate in the District's electronic procurement program through either the Texas Electronic Group (TEG) or pay the SAISD \$50 annual processing fee for access to bidding opportunities.
39. **Invoices and Payments** - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered. All invoices must be mailed to: San Antonio Independent School District, Attn: Accounts Payable, 141 Lavaca Street, San Antonio, Texas 78210. All invoices must reference a Purchase Order number assigned by SAISD.
40. **Prompt Payment Discounts** – Bidders/Proposers are encouraged to offer discounts for large one time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid, but will be part of any contract issued, with the exception of catalog discount bids.
41. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.
43. **Contract Extensions (option year(s))** - Any contract may be extended beyond the base year(s) in writing via an addendum by the School District with mutual agreement between the parties.
44. **Instructions to Bidder/Proposer** - The SAISD at its discretion may purchase from existing bids/proposals and/or issue other bids/quotes for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the school district.
45. **Ethics in Public Contracting** – School District employees are prohibited from receiving, soliciting any gifts, inducement or kickbacks.
46. **Firm Price Period** - Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for Board of Trustees approval.
47. **Instructions to Bidder/Proposer** - SAISD reserve the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.
48. **Appeal Process** – A protest shall be in writing and shall be filed with the Materials Management/Purchasing Director. A protest of a bid/proposal shall be received at the Office of the Materials Management/Purchasing Director before the bid/proposal opening date. A protest of a proposed award or of an award or notice of termination or default shall be filed within ten (10) working days after the protester knows or should have known the basis of the protest. A protest received after the ten (10) working day period will not be considered and will be returned. A protest must include:
 - a. The name, address and telephone number of the protestor;
 - b. The signature of the protestor or its representative;

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- c. Identification of the Bid/Proposal or contract number;
- d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
- e. The form of relief requested.

The Materials Management/Purchasing Director will respond to all protests not later than ten (10) working days of receipt.

49. **Debarment/Suspension** – A Bidder/Proposer may be suspended/debarred for failing to comply with the terms and conditions of the contract. Suspensions/Debarment will occur for reasons including, but not limited to, rescinding an accepted bid/proposal, canceling a contract, poor quality of work and non-performance. The length of the suspension will be determined by the Director, Materials Management and a notice will be sent to the Bidder/Proposer citing the reason.
50. **Right to Audit** - The Bidder/Proposer's activities conducted and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by SAISD, the Department of Finance/Division of Internal Audit, or their duly appointed representatives, sub-grantee or grantee of funds. All records must be maintained for seven (7) years from the completion of the contract (including any or all extensions).
51. **Retention of and Access to Records** – Contractor shall retain all books, documents, papers, and records that are directly pertinent to the Contract. Contractor shall make said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives for a period of at least seven (7) years following termination of the Contract.
52. **Expenses Incurred in Bid/Proposal Preparation** – SAISD will not be liable in any way for any costs incurred by any Proposer in the preparation of its bids/proposals, nor for the presentation of its bids/proposals and/or participation in any discussions and/or negotiations.
53. **Requirement for Interpretation** – Requests by the Director Materials Management/Purchasing for clarification of proposals shall be in writing. Applicable requests shall not alter the Bidder/Proposer's pricing information contained in its cost proposal.
54. **Official Correspondence** – All official contract related correspondence or any notice required hereunder shall be given by actual notice evidence by signed receipt or by U.S. certified or registered mail, return receipt requested, addressed to the signatory at the address shown on the signatures page herein. Any notice required hereunder to District shall be given by actual notice evidence by signed receipt or by U.S. certified or registered mail, return receipt requested, addressed to the following person: Superintendent of Schools, San Antonio Independent School District, 141 Lavaca, San Antonio, Texas 78210, with an informational copy mailed by U. S. mail to the following address: Director, Materials Management, Attn: Bid Section, 1215 Austin St, San Antonio, TX 78208. Such addressees and/or addresses may be changed from time to time by written notice of such change, given in accordance with these same provisions.
55. **Disclosure of Independence of Relationship** - No Officer, Board member or SAISD participating member's employee shall have a financial interest, direct or indirect, in any contract with SAISD participating members, or shall be financially interested, directly or indirectly, in the sale to any SAISD participating members of any land, materials, supplies, or services, except on behalf of SAISD participating members as an officer, board member or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer, board member or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with any SAISD participating members shall render the contract null and void.
56. **Contract Riders** – All School Districts, with a Board approved inter-local agreement with SAISD expressing an interest in riding the contract resulting from this solicitation may do so with written notification. Please indicate if contract pricing and terms will be extended to these districts. The District may assess a nominal administrative fee to the interested parties upon request. SAISD assumes no responsibility in the evaluation and award of any contract that result from this rider. Any contract resulting from this rider is strictly between the individual School Districts and the Proposer. This District will not be liable or responsible for any obligations, including, but not limited to payment, and for any item ordered by an entity other than SAISD.
57. **Instructions to Bidder/Proposer** – Successful Bidder/Proposer must be willing to accept SAISD Purchase Orders for the duration of the contract term.

58. **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 and Special Terms and Conditions and Statement of Work (SOW) will take precedence, 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) of the District's solicitation document (RFP, IFB, RFO, RFQ, etc.) take precedence unless Offeror's deviations/exceptions are specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or (SOW)") that is executed by Offeror and the District's Director of Materials Management and included as an attachment/addendum to the Contract.
59. **Use of Terms "Bid," "Bidding, or "Bidder"** - Any use of the terms "Bid" or "Bidding" contained in any of the Proposal or Contract Documents, and referring to the submission of a price or proposal by the Proposer for the intent of securing an award of the Contract, shall be understood to refer to the submission of a Sealed Proposal as set forth herein. Any use of the term "Bidder" contained in the Proposal or Contract Documents shall be understood to refer to the Proposer making the proposal.
60. **Acceptance by Board of Trustees** – No award of Contract to include renewals shall be valid or binding, until the bid/proposal or renewal term(s) has been accepted by the Board of Trustees.
61. **SAISD Policies, Procedures, and Public Information Office** – Bidder/Proposer agrees and acknowledges that any and all documents submitted in response to and all bids/proposals are subject to disclosure under the State of Texas Open Records Act. Bidder/Proposer must contact the SAISD Human Resources, Policy & Public Information Office at (210) 554-8480 to submit a formal request for information.
62. **Estimate of Requirement** – The quantities stated are an estimate of use. Quantities shown are minimum requirements. There are no guaranteed quantities purchases.
63. **Competition Intended** – It is the District's intent to maximize competition for all solicitations. It shall be the Offeror's responsibility to advise the Director, Materials Management/Purchasing, in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received not later than five (5) days prior to the date set for acceptance of the Bids/Proposal/Request for Offer/Request for Quotes, etc.
65. **Payment of Taxes** – All Contractors located or owning property in Bexar County shall assure that all real and personal property taxes are paid. Material Management will verify payment of all real and personal property taxes due by the Contractor prior to award of any contract award or renewal.
66. **Safety** – All Contractors and Subcontractors performing services for the School District are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. Additionally, Contractors and Subcontractors must ensure that their employees refrain from carrying firearms, illegal drugs and or alcoholic beverages while performing duties in accordance with this contract.
67. **Subcontractors** - Offeror's shall include a list of all subcontractors in their proposal. Proposal shall also include a statement of the Subcontractor's qualifications. The District reserves the right to reject the successful Offeror's selection of any or all Subcontractors.
68. **Prohibition as Subcontractors** – No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
69. **Deviations from Scope of Work** – If there is any deviation from that prescribed in the scope of work/services, the appropriate line in the scope of work/services shall be ruled out and the substitution clearly stated. The District reserves the

right to determine the responsiveness of any such deviation.

70. **Debarment** – By submitting a proposal, the Contractor certifies that the company is not currently debarred by the Texas Comptroller of Public Accounts. The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DEPARTMENT.
71. **Miscellaneous Requirement** – The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, work flow charts, templates, third-part documents, end-user license agreements, “shrink-wrap” and/or “click-wrap” licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents unless specifically identified in a separate document (substantially titled “Exceptions to Terms, Condition, and/or SOW”) that is executed by Offeror and the District’s Director of Materials Management and included as an attachment/addendum to the Contract.
72. **Contract Documents and Order of Precedence** - Contract Documents are the documents that comprise the basis of contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District’s solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror’s response to the solicitation document; and the notice of award or acceptance by the District. In more complex contracts, Contract Documents may be identified in the District’s notice of award or acceptance and may include the District’s solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror’s response to the solicitation document; the District’s request for Best and Final Offer (BAFO); the Offeror’s response to the BAFO; and the notice of award or acceptance by the District.
 - (a) Offeror will ensure the District’s terms and conditions, statement of work, and Contract Documents order of precedence flow-down to Offeror’s subcontractors, agents, and/or third-party business “partners”.
 - (b) Regardless of the documents comprising the Contract Documents, the District’s solicitation document (to include the SOW and Terms and Conditions) take precedence over other Contract Documents (regardless of date) unless specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or SOW”) executed by Offeror and the District’s Director of Materials Management and included as an attachment/addendum to the Contract. Phrases imbedded in supporting documents submitted in response to a solicitation document that attempt to limit, change, restrict, or replace the precedence over the District’s solicitation document may be declared null and void by the District unless such “changes” are specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or SOW”) executed by Offeror and the District’s Director of Materials Management and included as an attachment/addendum to the Contract.
 - (c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract’s SOW in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW) do not change nor replace existing Contract language nor do they supersede or change precedence of the Contract Documents unless specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or SOW”) executed by Offeror and the District’s Director of Materials Management and included as an attachment/addendum to the Contract. Any attempt by the Offeror and/or its subcontractors, agents, third-parties, etc. to submit or introduce documents that supersede or take precedence over the Contract Documents may be declared null and void by the District.
 - (d) The District does not intend to surrender or reduce any of its sovereign or contractual rights provided under Federal and/or Texas statute(s) and any attempt by the Offeror or any third-party to do so is null and void.
73. **F.O.B. Destination (Free on Board)** – Quote F.O.B. destination for all competitive bids/proposals.
74. **Responsibility for Actions** - Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.
75. **Unauthorized Purchases** - By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to SAISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The

District does not assume any responsibility for these goods and services, condition of goods, and/or un-returned goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District's Finance Division will not issue payment for goods and services delivered without an official purchase order.

76. **Discount Purchases** - Zero (0) percent discounts will not be considered for contract award. SAISD may select 3 to 5 of the most qualified/responsive vendors offering the most competitive pricing. Bidders must submit a catalog or price list, if applicable, with the bid for evaluation purposes. Failure to submit a catalog will result in disqualification. Bids shall be awarded to the vendor(s), as determined by the District, offering the most competitive pricing based upon a comparative analysis of each vendor's manufacturer/catalog pricing.
77. **Instructions to Bidder/Proposer** - The quantities of products noted in the minimum specifications portion of this document are estimates only and not necessarily purchased by this contract. Specific quantities will be noted on subsequent purchase/delivery orders issued under this contract.
78. If the District's requirements do not result in orders in the quantities described as "estimated" in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment.
79. **Instructions to Bidder/Proposer** - All proposals must be complete and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the District alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.
81. **Instructions to Bidder/Proposer** - SAISD is tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure SAISD that Bidder's employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by SAISD that the employee must be immediately restricted from all SAISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with SAISD.
82. **Contact with SAISD** - Bidder/Offeree/Proposer/Vendor will direct all questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD's Director of Materials Management. Bidder/Offeree/Proposer/Vendor or agents will have no direct contact with SAISD Board members individually nor any SAISD Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD's Director of Materials Management prior to attempting any such contact.
83. **Criminal Background Check** - All vendors, contractors and their subcontractors hereinafter called ("service contractor"), must comply with the requirements of Senate Bill 9, promulgated by the 80th Legislature of the State of Texas. The requirements apply to service contractors whose employees, hereinafter called ("covered persons"), will have continuing duties related to the contracted services and who will have direct contact with students. Such service contractors who employ a covered person will have to conduct criminal background checks on those employees who are covered persons. If the covered person was hired by the service contractor before January 1, 2008, the service contractor must certify to the District that the service contractor has obtained the criminal history record information from any law enforcement or criminal justice agency or a private consumer reporting agency governed by the Fair Credit Reporting Act, 15 U.S.C 1681 et seq. for the covered person. A covered person is considered to have been employed by a service contractor as of the date the covered person first provided services for compensation.

If the covered person was hired on or after January 1, 2008, the employer shall obtain the criminal history record information through the criminal history clearinghouse maintained by the Texas Department of Public Safety as provided by Government Code 411.0845. A covered person is considered to have been offered employment as of the date the covered person accepted an offer from the service contractor for a specific job position or a specific project that is to begin on a date that is certain or reasonably ascertainable. For covered persons hired on or after January 1, 2008, fingerprinting and photographing of the covered person may be necessary.

DEFINITIONS:

Continuing duties related to the contracted services shall mean work duties that have been or will be performed on District property on a regular and repeated basis, rather than on a one time or infrequent basis. **Covered person** shall mean an individual who is not an applicant for or a holder of a certificate under Education Code Chapter 21, Subchapter B; is employed or offered employment by a service contractor, or is an independent contractor of the District and who has or will have continuing duties related to the contracted services and who has or will have direct contact with students. The covered person also includes a minor who is not a student of the District. **Service Contractors** shall mean vendors, independent contractors and their subcontractors, and third part service providers who are compensated by the District for services rendered. **Direct contact** shall mean verbal or physical interaction with one or more students that is necessary for the performance of contracted services, or that provides substantial opportunity for unsupervised interaction with students. Student contact that is incidental to the performance of contracted services, including incidental contact that results from services that do not provide the opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not direct contact with students. **Disqualifying Conviction** shall mean a felon offense under Title 5, Penal Code; (these are offenses against the person, such as criminal homicide, kidnapping and unlawful restraint, trafficking of persons, sexual offenses and assaultive offenses); an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or an equivalent offense under federal law or the laws of another state if, at the time of the offense, the victim was under 18 years of age or was enrolled in a public school.

SERVICE CONTRACTOR RESPONSIBILITIES:

A service contractor shall obtain all required criminal history record information, as described above, that related to a covered person employed by the service contractor or a subcontractor of the service contractor. If a service contractor determines that a person who provides any of the contracted services is not a covered person because the person does not have continuing duties related to the contracted services, or does not have direct contact with students, the service contractor shall make reasonable efforts to ensure that such persons do not in fact have continuing duties or direct contact. A service contractor shall certify, using a District provided form, to the District that it has obtained all criminal history record information related to covered persons, and that it has taken reasonable steps to ensure that its employees who are deemed not to be covered persons do not have continuing duties related to the contract services or direct contact with students. A service contractor shall not permit a covered person to provide services at the District if the covered person has a disqualifying conviction.

84. **Unauthorized Purchases** - By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to SAISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or un-retained goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District's Finance Division will not issue payment for goods and services delivered without an official purchase order.

88. **Insurance**

NOTE: THE FOLLOWING REQUIREMENTS HAVE BEEN REVISED (FEBRUARY, 1992). BIDDERS ARE DIRECTED TO REVIEW THESE PROVISIONS CAREFULLY.

Insurance coverage and liability limits shall be not less than the following:

COVERAGE	LIMITS
A. COMPREHENSIVE AUTOMOBILE LIABILITY	\$500,000.00 CSL (Combined Single Limits)
	or
	\$250,000/\$500,000BI/ \$100,000 PD BI=BodilyInjury, PD=Property Damage

Business (Commercial) Automobile Liability Insurance coverage is required for all owned, non-owned and hired vehicles. No deletions/exclusions from standard coverage form allowed without written consent from the San Antonio Independent School District, Materials Management Department.

Must Include Owned, Hired, and Non-Owned Automobiles

B. COMPREHENSIVE GENERAL LIABILITY EACH OCCURRENCE	\$500,000.00 CSL (Combined Single Limits)
	or
	\$500,000 BI/\$100,000 PD
General Aggregate	\$1,000,000.00

Independent Contractor Coverage (same as above) if Sub-Contractors are used.

FOR CONTRACTS OF \$25,000.00 OR MORE:

In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of \$1,000,000.00 is required for contracts of \$25,000.00 or more, unless Comprehensive General Liability limits of \$1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement.

C. WORKER'S COMPENSATION INSURANCE

The Texas Labor Code requires worker's compensation insurance for all persons providing services on a building or construction projects. The San Antonio Independent School District requires the prime contractor to:

- Provide certificates of coverage for the contractor's employees to the Materials Management/Purchasing Department.
- Provide certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
- Retain copies of the above certificates of coverage for the duration of the project, plus one year.
- Notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affects the coverage of any person providing services on the project.
- Provide new certificate at least thirty (30) days prior to the expiration of coverage period.

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- f. Obtain and provide new certificates of coverage for each person providing services on the project whose current certificate ends during the duration of the project.
- g. Post a notice on each project site in the text, form, and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

Persons providing "services" on the project includes all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "Services" include without limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)

Attachment A

After School Challenge Campuses with 21st Century Campuses

Elementary Schools (49)						
Arnold	Briscoe	Fenwick	Hillcrest	Madison	Pershing	Stewart
Ball	Cameron	Forbes	Hirsch	Margil	Riverside Park	Storm
Barkley/Ruiz	Collins Garden	Gates	Huppertz	Maverick	Rodriguez	W. W. White
Beacon Hill	Cotton	Green	Japhet	Miller	Will Rogers	Washington
Bowden	Crockett	Herff	Kelly	Neal	Schenck	Woodlawn Hills
JT Brack	De Zavala	Highland Hills	Sarah King	Nelson	Smith	Woodlawn
Brewer	Douglass	Highland Park	Lamar	Ogden	Steele	Wilson

Middle Schools (12)		
Connell MS	Lowell MS	Rogers MS
Harris MS	Page	Tafolla MS
Irving	Poe MS	Whittier
Longfellow	Rhodes	Young Women's Leadership

Academies (4)
Austin Academy
Bonham Academy
King Academy
Mission Academy