



REQUEST FOR PROPOSALS

FOR

RIFLE RESISTANT BODY ARMOR

Solicitation # 23-08

Issued by:

Angleton Independent School District

Closing Date:
10:00 AM
July 17, 2023

Angleton ISD is accepting sealed Proposals to provide **Rifle Resistant Body Armor** in accordance with the instructions, specifications, terms and conditions, contained in this Solicitation.

Angleton ISD reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Contractor, prior to submitting the Proposal, to contact the Business & Finance Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

For Further Information, Contact:

Angleton ISD Business & Finance Department
ATTN: Toni Dozier, Accounting Manager
1900 N. Downing, Angleton, TX 77515
979-864-8042
tdozier@angletonisd.net

SECTION 1 – INSTRUCTIONS

1. **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.
 - a. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capability to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
 - b. Bids/Proposals will be received until **10:00 AM, July 17, 2023**, local time at: Angleton ISD Business & Finance Department, 1900 N. Downing Road, Angleton, TX 77515 or via USPS First Class Mail or other parcel delivery service.
 - c. **QUESTIONS:** Questions regarding this RFP must be submitted on or before **July 10, 2023 at 10:00 A.M.** via email to tdozier@angletonisd.net with QUESTIONS – RFP 23-08 RIFLE RESISTANT BODY ARMOR as the subject line.
 - d. **PRE-PROPOSAL MEETING:** Not applicable.
 - e. **PROPOSAL GUARANTEE:** Not applicable.
 - f. **NUMBER OF COPIES:** One (1) original and one (1) electronic copy on a flash/thumb drive submitted to the Business & Finance Department marked “**ORIGINAL**”. No other submission of the proposal shall be made by the Offeror.
 - g. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company’s name, return address, the RFP number and opening date and time.
 - h. Submissions that are sent via facsimile or e-mail will **not** be considered.
 - i. Proposal submissions received late, unsigned, or in locations other than as stated in this solicitation will be returned without consideration.
 - j. Angleton ISD will not be bound to accept the lowest or any Proposal and reserves the right to accept or reject in whole or in part, any and all Proposals, to negotiate portions thereof, or to waive any minor informality.
 - k. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this solicitation, all costs shall be borne by the Vendor.
 - l. Any Proposals submitted in response to this Request for Proposal will become irrevocable upon the closing time and remain open for acceptance for ninety (90) days from the closing date whether or not another RFP has been accepted.
 - m. Angleton ISD is part of a multi-member purchasing alliance. Please see General Terms and Conditions – Central Texas Purchasing Alliance (CTPA) Adoption Clause for additional information.

- n. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document. Any proposed variation from the specifications, terms and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions on the deviation summary section provided on the Exceptions form Attachment D. If no changes are indicated, Angleton ISD shall expect to receive the services(s) exactly as specified.
 - o. The Solicitation Forms provided must be used. Failure to follow these instructions may cause a Proposal to be determined as non-responsive and the Proposal rejected. The above information must be clear and concise.
2. **RFP CLARIFICATION:** Questions regarding this RFP should be submitted as set forth in subsection 1c above. Oral answers provided by Angleton ISD or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing – via a signed addendum or amendment from the Business & Finance Department.
 3. **PROPOSER RESPONSIBILITY:** We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this Solicitation. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
 4. **COMPLETENESS:** Proposal shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.
 5. **FALSE/MISLEADING STATEMENTS:** Proposal which contains false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of Angleton ISD, such information was intended to mislead Angleton ISD in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.
 6. **PROPOSAL SIGNATURE:** The Proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by Angleton ISD. An unsigned Proposal shall be rejected.
 7. **AWARD:** Angleton ISD will award to the contract(s) who presents the greatest value, in our view, to Angleton ISD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Angleton ISD to be in the best interest of Angleton ISD. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **EVALUATION CRITERIA**.
 8. **PRECEDENCE:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:
 1. the provisions of the Contract (as it may be amended);
 2. the provisions of the RFP (as it may be supplemented);
 3. the provisions of the Contractors Response (as it may be clarified).
 9. **CONTRACT:** Contract term shall begin immediately upon award for an initial one year period with up to two (2), 1-year option. Such extension will be subject to same terms, conditions, favorable prices, and mutual agreement between the Contract and Angleton ISD with no minimum guaranteed amounts of quantities.

10. **OPTION YEAR PRICING:** Beginning in the second twelve (12) month period of the term of any resulting Agreement, the Consideration may be increased by a percentage equal to the percentage increase of the U.S. Department of Labor, Consumer Price Index for All Urban Consumers (the “CPI-U”), all items, un-adjusted 12 months ended 60 days prior to the annual renewal date of the previous year; provided the Vendor’s proposal for a rate adjustment shall be submitted by the above date and shall contain a copy of the CPI-U, which shall be attached as an amendment to the Agreement. Should the CPI dip into a negative percentage then the Consideration shall be no less than the rate paid the previous annual contract year and any increase in the CPI-U shall have a cap or ceiling increase of no more than five percent (5%) per year.

11. **SCHEDULE OF EVENTS:**

Following is a list of **projected dates/times** with respect to this RFP.

RFP Release Date:	June 27, 2023
Final Questions Accepted:	July 10, 2023 at 10:00 AM
Proposals Due / Bid Closing:	July 17, 2023 at 10:00 AM
Tentative Board Approval:	August 15, 2023

SECTION 2 – SPECIFICATIONS AND SCOPE OF WORK

OVERVIEW: Angleton ISD is soliciting proposals for the purchase of body armor in accordance with the specifications, terms and conditions, contained in this Solicitation.

A. GENERAL REQUIREMENTS:

1. **DELIVERY:** All items are to be delivered F.O.B. Destination, freight prepaid, to Angleton ISD Central Receiving facility located at 2704 E. Mulberry, Angleton, TX 77515.
2. **BRAND NAMES:** The brand names, numbers, features and specifications contained in this proposal are for descriptive purposes only, unless otherwise noted. They are intended to reflect a level of quality and capability desired. They are not intended to limit competition and vendors are encouraged to submit proposals on comparable models that possess the same quality and capability specified.

If proposing an alternative item, Bidder must include a specification sheet with proposal submission. Angleton ISD shall have the final decision on what is or is not an acceptable alternative.

3. **ESTIMATED QUANTITIES:** The quantities provided are estimates only and are in no way binding upon Angleton ISD. Angleton ISD reserves the right to increase or decrease quantities as needed. Orders will be made after date of award. Proposals that specify a minimum order requirements may be subject to rejection.
4. **DEFECTIVE GOODS:** Contractor shall pay for return shipment on any goods that arrive in a defective or inoperable condition. Contractor must arrange for the return shipment of damaged goods.
5. **PRICING:** Unit Pricing shall be inclusive of all charges to include, but not limited to, shipping/delivery and any other surcharges. Pricing shall be held for a minimum period of on-year.

B. SPECIFICATIONS:

1. Rifle Resistant Body Armor: UPT-MOLLE Laser Cut Level IV Package or approved equal
Estimated Quantity: 20
 - Level V Plate Carrier – LAPD Navy in color
 - 360-degree molle attachment points
 - Austri-Alpine Buckles for DUAL side closure
 - Interoperability Attachment Points for:
 - Trauma and ballistic plates
 - Groin Protector
 - Shoulder Pads
 - Throat Protector
 - Bicep Protectors
 - Level IV Plates x 2 (Front and Back), Ceramic, No more than 6.5 lbs. each, 10” X 12”,
 - Must protect against:
 - 30.06 APM2
 - 7.62 Nato AP
 - 7.62 x 63 APM2
 - 7.62x51mm – M61
 - 7.63x39mm – API
 - 7.62x54R – B-32 API
 - Cumberbund w/ IIIA ballistic inserts and molle attachment points
 - Shoulder Pads x 2 w/ IIIA ballistic inserts
 - Bicep Protectors w/ IIIA ballistic inserts
 - Throat Protector w/IIIA ballistic inserts
 - Abdomen Protector w/ IIIA ballistic inserts
 - Groin Protector w/ IIIA ballistic inserts
 - Scalable accessory system - Collar
2. **WARRANTY:** Contractor shall provide a manufacturer’s three (3) year warranty against product defects in materials and workmanship for all components provided under this solicitation.

END OF SECTION

SECTION 3 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1. **EVALUATION: The following will be considered in making the selection:**

The Proposals will be evaluated at the sole and absolute discretion of Angleton ISD and its designees. Angleton ISD shall consider the following criteria.

- Price (including warranty terms and conditions) - 30%
- Quality of Products and Services (including guarantees) - 20%
- Availability of product - 15%
- Vendor's Service (including timeliness and professionalism) - 15%
- Past experience with the vendor - 10%
- Reputation of the vendor - 10%

Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation shall also consider those factors listed in TEC 44.031(b) listed elsewhere in this solicitation. Proposals will be evaluated equally and fairly; no preference will be given to any Proposer based solely on previous experience with Angleton ISD or to an incumbent thereof. Angleton ISD reserves the right to make additional inquiries and may request the submission of additional information.

2. **GENERAL SUBMITTAL REQUIREMENTS:**

- a. **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
- b. **PROPOSAL CONTENT:** The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):
 - 1) All forms contained or listed in Section 5 in this RFP, fully completed.
 - 2) A complete response to each of the items in the next section, which are specific to the evaluation criteria. (See next section for more detail.)

3. **SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:**

- a. Attachment B – Cost Proposal
- b. Attachment C – Vendor Questionnaire

4. **EXCEPTIONS:** Proposal shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this Solicitation. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, Angleton ISD will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the General Terms and Conditions may be rejected as nonresponsive.

5. **SHORTLISTING:** Angleton ISD may shortlist the Proposers based upon responses to the above items. If necessary, Angleton ISD will conduct interviews/demonstrations. Angleton ISD will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluators and to clarify their proposals through exhibition and discussion. Angleton ISD will not reimburse oral presentation costs of any Proposer.

END OF SECTION

SECTION 4 – GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT:** Angleton ISD standard terms will be Net 30 days; however, Proposers may offer a prompt payment discount in their original Proposal response such as 2% / 10 days – Net 30. Payment will be made, in arrears, in accordance with Texas Prompt Payment Act, Texas Gov't Code 2251.
2. **EVALUATIONS OF PROPOSALS:** Proposal evaluation will be done based on the information provided by the Offeror. It is very important that Offeror provide all required information as part of their Proposal. Failure to provide necessary information and documentation could result in the Proposal being rejected.
3. **EVALUATION CRITERIA:** The Proposals will be evaluated at the sole and absolute discretion of Angleton ISD and its designees. Angleton ISD shall consider the following criteria:
 - (1) the purchase price;
 - (2) the reputation of the vendor and the vendor's goods or services;
 - (3) the quality of the vendor's goods or services;
 - (4) the extent to which the goods or services meet Angleton ISD's needs;
 - (5) the vendor's past relationship with Angleton ISD;
 - (6) the total long-term cost to Angleton ISD to acquire the vendor's goods or services; [and]
 - (7) for a contract of goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state; and
 - (8) any other relevant factor specifically listed in the request for proposals.
4. **APPLICABILITY:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith. Any resulting contract shall include this solicitation, and Proposal received.
5. **PROPOSAL RESPONSE:** Unless otherwise specified, Offerors are required to submit an executed original of the Proposal. Proposal response must contain:
 - a. Signed; Proposal Form
 - b. Vendor Questionnaire and References
 - c. Vendor Response and Proposal Pricing
 - d. Exceptions to the Solicitation
 - e. Felony Conviction Notice Form
 - f. Conflict of Interest Form. Local Government Code Chapter 176 imposes disclosure / reporting obligations on vendors. Please complete and return Conflict of Interest Questionnaire Form – CIQ. See <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> for information.
 - g. EDGAR Requirements
 - h. Any additional documents required by the Solicitation
6. **DISCLOSURES:** By signing this Proposal, a Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connect with the Proposal submitted.

7. **INTERLOCAL AGREEMENTS:** Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance.
 - a. **MEMBERSHIP.** Angleton ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 100 school district in Texas representing over 1.5 million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.
 - b. **ADOPTION OF AWARDED CONTRACTS.** In support of this collaborative effort, all awards made by Angleton ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
 - c. **ADOPTED CONTRACT MANAGEMENT.** The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.
8. **FUNDING OUT CLAUSE. MULTI-YEAR ACQUISITION:** Any contract for the acquisition, including lease, of real or personal property is a commitment of Angleton ISD's current revenue only:
 - a. Angleton ISD retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
 - b. It is Angleton ISD's intent to execute a contract for the longest period providing the lowest total cost to Angleton ISD. Any resultant contract is conditioned on a best efforts attempt by Angleton ISD to obtain and appropriate funds for payment of the contract.
9. **CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Director of Finance or designee after contract award.
 - a. Any additional agreements/contracts to be signed by Angleton ISD shall be included with the Proposal.
 - b. Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms and time frame.
10. **ASSIGNMENTS AND SUBCONTRACTING:** No part of this agreement may be assigned or subcontracted without the prior written consent of Angleton ISD's Business & Finance Department. Payment can only be made to the Contractor named in this agreement.
11. **PUBLIC RECORD:** All Proposals become the property of Angleton ISD. As a governmental entity the Public Information Act, formerly known as the Open Records Act, applies to this solicitation. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal will not be considered proprietary information.

12. **CHANGES:** This Contract shall not be modified, altered, or changed except by mutual consent confirmed in writing by an authorized representative of each party to this Contract. The Business & Finance Department or designee shall administer this contract on behalf of Angleton ISD. The Vendor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written Change Order. Angleton ISD Business & Finance department shall review, approve and process all changes.
13. **INDEMNITY:** Vendor shall indemnify and hold harmless Angleton ISD and its Board of Trustees, officers, agents, employees from all suits, actions, losses, damages, claims or liability of any character, type of description, including but not limited to, all expenses of litigation, court cost, penalties, and attorney's fees Angleton ISD incurs defending any action, suit, or claim from any source whatsoever and of any kind or nature arising directly or indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.
14. **INDEPENDENT CONTRACTOR:** The parties intend that the Contractor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. The Contractor will be free to contract for similar services to be performed for other employers while Contractor is under contract with Angleton ISD. Contractor is not to be considered an agent or employee of Angleton ISD and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Angleton ISD provides for its employees. Angleton ISD and Contractor agree that Contractor is not covered under any insurance policy, including but not limited to Angleton ISD's liability, property and casualty, or workers' compensation insurance policies. Angleton ISD shall not deduct Federal Income Taxes,, FICA (Social Security) or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
15. **TERMINATION:** Any resulting contract may be terminated by Angleton ISD at any time with or without cause and without penalty to Angleton ISD. In the event of termination by Angleton ISD prior to completion of the contract, compensation shall be prorated on the services actually performed, and Contractor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.
16. **CANCELLATION:** Angleton ISD shall have the right to cancel for default all or any part of the undelivered portion of this order if Contractor breaches any of the terms hereof including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Angleton ISD may have in law or equity.
17. **NON-PERFORMANCE:** Whenever, in the opinion of Angleton ISD, the work is neglected by Contractor, Angleton ISD may request to have Contractor bring additional labor, materials, and supplies into the work. If Contractor fails to correct the unsatisfactory condition(s) within five (5) working days, Contractor shall be advised of so in writing. Angleton ISD shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period; and, should Contractor again fail to perform the services pursuant to the contract, Angleton ISD may declare the contract in default, terminate the contract, and contract with another.
- In the event of default by Contractor, Angleton ISD shall be liable only for payment of those services performed and accepted prior to the date of termination.
18. **CHANGES TO PROPOSAL:** Angleton ISD retains the right to negotiate change sin a Proposal by an Offeror, and to reject any or all Proposals if none of the submissions are responsive to its need.

19. **CHANGES IN REQUIREMENTS:** Should Angleton ISD, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement, but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of both parties.
20. **UNRESTRICTED QUANTITIES:** Angleton ISD is not limited to purchase all or any of its requirements from any contract resulting from this solicitation/award.
21. **DELIVERIES** required in this solicitation shall be freight prepaid F.O.B. DESTINATION and prices shall include all freight, delivery charges for a total cost delivered.
22. **DISMISSAL OF UNSATISFACTORY EMPLOYEES:** If any person employed by Contractor or any subcontractor fails or refuses to carry out the directions of Angleton ISD's representative, or is, in the opinion of Angleton ISD's representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of Angleton ISD's representative.
23. **VENUE:** This Agreement shall be governed by the law of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue shall be in Brazoria County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.
24. **NOTICE:** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable manner means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
25. **CRIMINAL BACKGROUND CHECK:** All Contractors, who have a contract for services, have continuing duties related to the contract and have direct contact with students must certify to Angleton ISD that it has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing the services for Angleton ISD. This is an all or nothing test. If all three criteria are met then the criminal history review is mandatory. The cost of the review shall be paid by Contractor. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. The Contractor selected may also be required to provide a list of personnel who will be assigned to do the work. When requested this information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.
- a. Angleton ISD reserves the right to review the personal background and conduct security clearances on Contractor's assigned personnel. Contractor shall certify that all employees assigned to work under the contract have successfully passed a criminal background check, prior to assignment. Contractor shall cooperate with Angleton ISD authorities and shall comply with all regulations in effect during the contract period.
 - b. Upon the request of Angleton ISD, the successful bidder may be required to provide the names of all persons who may be assigned to do the work on the contract for the purpose of completing a criminal background check. The following information shall be provided with each name to Angleton ISD: date of birth, Texas driver's license number, and current address,

- c. Any person or persons not acceptable to Angleton ISD shall be prohibited from working on the contract.

26. DISCLOSURE OF INTERESTED PARTIES: A successful offeror shall provide a notarized Form 1295 before any award of contract by our Board of Trustees. The Texas legislature adopted House Bill 1295 in 2015. HB 1295 added Section 2252.908 to the Government Code. Under this law, any business that enters into a contract with Angleton ISD that requires the approval of the Board of Trustees must submit a “Disclosure of Interested Parties” to Angleton ISD prior to the execution of the contract. This form, the “Disclosure of Interested Parties” form was promulgated by the Texas Ethics Commission, and is the “Form 1295”. A Sample Form can be found on our Business & Finance Department website under

For additional information the Texas Ethics Commission’s website is: www.ethics.state.tx.us. The area of their website pertaining to Form 1295 is: www.ethics.state.tx.us/whatsnew/elf_form1295.htm.

27. DISPUTE RESOLUTION: The laws of the State of Texas shall govern this agreement and performance hereunder. Angleton ISD and Contractor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.

- a. Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.
- b. In the event Angleton ISD and Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

At all times during the course of any dispute resolution process, Contractor shall continue diligently and without delay to perform the services and obligations of the Agreement.

28. INVOICING: Send the original invoices to:

Angleton ISD
Attention: Accounts Payable
1900 N. Downing St.
Angleton, TX 77515
acctspayable@angletonisd.net

- a. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; “bill to” and “ship to” addresses; contract Purchase Order number (PO#); quantities; item descriptions, unit prices and extensions; fees; and an invoice total.
- b. For payment purposes, contractor shall obtain PO# from Angleton ISD for each separate order/invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require a unique PO# to be issued to Contractor by Angleton ISD. If the PO# does not appear on the Contractor’s invoice, payment may be delayed.

29. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES: Chapter 2252, of the Texas Government Code was amended to update state contract law to prohibit governmental entities from contracting with companies engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. The intent of this change is to ensure that Texas taxpayers’ dollars are not spent on companies engaged in business with other nation states or terrorist organizations that are anathema to the policy interests of the United States or the State of Texas.

30. Pursuant to Texas Government Code Chapter 2270, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor, by its execution of this Agreement represents and warrants to Angleton ISD that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.
31. **COMPLIANCE:** Contractor shall comply with any and all federal, state and local laws, and Angleton ISD policies affecting the services covered by this solicitation. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA).
32. **PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 2274:**
- a. **FIREARM ENTITY / TRADE ASSOCIATION NON-DISCRIMINATION:** If Contractor is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with Angleton ISD, unless excepted by law.
 - b. **ENERGY COMPANY BOYCOTT:** As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with Angleton ISD, unless excepted by law.
33. **DEFINITIONS:** We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words, initialisms and acronyms are used throughout this document.
- a. "Proponent", "Vendor", "Bidder", "Offeror" means responder to the Request for Proposal and the individual, partnership and sole proprietorship or corporation executing the Contract and shall include any agent, employee, officer, director, supplies or sub-contractor of the Vendor pursuant to the Contract.
 - b. "Angleton ISD", "AISD", "District", "Owner" refers to Angleton Independent School District, the Board of Trustees, its students, employees and agents.
 - c. "Solicitation" refers to a Request for Proposal, Request for Competitive Sealed Proposal, Request for Bids or other solicitation document.
 - d. "PO", "Purchase Order", "Agreement", "Contract" means a document that will be used by Angleton Independent School District to formalize the agreement with the successful Offeror.
 - e. "Shall", "must", "will", "mandatory" means a requirement that must be met for the submission to receive consideration.
 - f. "Service", "services", "work" shall mean the products/services supplied to Angleton Independent School District in accordance with the specifications, terms and conditions stated in this Request for Proposal.
 - g. "Supplier" refers to a business entity engaged in the business of providing contract supplies/services.

- h. “Bidder” refers to a business entity submitting this Response to a Request for Proposal. Supplies which may express interest in this Request for Proposal, but which do not submit a Response, have no obligations with respect to the bid requirements.
- i. “Contractor” refers to the Offeror(s) whose Response to this Request for Proposal is evaluated as meeting the needs of Angleton Independent School District. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in the Request for Proposal.
- j. “Subcontractor” refers to a company that enters into a business relationship with Contractor. Contractor may seek to place employees of the Subcontractor for the services described in the Request for Proposal.
- k. “Contractor’s Employee” refers to all persons who can be offered to provide the services described in the Request for Proposal. All employees of Contractor and Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker’s Comp, etc.).
- l. “Response” refers to the written, signed and sealed document submitted according to the Request for Proposal instructions. Response does not include any verbal or documentary interaction you may have with Angleton Independent School District apart from submittal of a formal response. Verbal interactions will not be binding on Angleton Independent School District or Contractor(s) with respect to requirements stated within this Request for Proposal or resulting contractual obligations.

END OF SECTION

SECTION 5 – ATTACHMENTS

REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT

- 1) Proposal Form – Attachment A
- 2) Price Schedule – Attachment B
- 3) Vendor Questionnaire and References – Attachment C
- 4) Exceptions to this Solicitation – Attachment D
- 5) Felony Conviction Notice – Attachment E
- 6) Conflict of Interest Form – CIQ – Attachment F
- 7) EDGAR Certification Requirements – Attachment G
- 8) Proposal Checklist – Attachment H (to be used as a guide only)

***Download solicitations, addenda and other forms at: <https://www.angletonisd.net/Page/1146>**

ATTACHMENT A

PROPOSAL FORM

NOTE: Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

We, the undersigned, having fully and carefully read and examined the Request for Proposal (RFP) documents, enclosures and addenda, hereby offer Angleton Independent School District a Proposal for **Rifle Resistant Body Armor** in accordance with the solicitation documents, and addenda at the place, price and in a manner set out therein and certifies the following:

- a. Represents that to the best of its knowledge it is not indebted to Angleton Independent School District. Indebtedness to Angleton Independent School District shall be basis for the non-award and/or cancellation of any award.
- b. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.
- c. The undersigned affirms that they are duly authorized to execute this contract, to fully comply with the terms and condition of this Request for Proposal, including all forms and attachments included herein, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Bidder, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the Undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this solicitation.

ADDENDA ACKNOWLEDGEMENT

Acknowledgment is hereby made of receipt of the following addenda to this PROPOSAL document:

Addendum No. _____ dated _____, _____ pages

Addendum No. _____ dated _____, _____ pages

Addendum No. _____ dated _____, _____ pages

Signed and submitted by:

(Signature of person authorized to sign)

(Print name of person authorized to sign)

Name of person to contact regarding this Proposal:

Telephone: _____ *Email:*

ATTACHMENT B

COST PROPOSAL

NOTE: Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

Item No.	Description	Est. QTY	UOM	Unit Price	Ext. Price
1	Rifle Resistant Body Armor <i>UPT Molle LC Level IV Package or approved equal</i>	20	Each	\$	\$
	Manufacturer Name:				
	Model No:				
Total Amount					\$

1. **Shipping/Delivery:** _____
(*F.O.B. Destination Angleton Texas 77515. Freight Prepaid unless specified otherwise*)
2. **Delivery Time*** _____ Calendar Days (*After Receipt of Order)
3. **Warranty:** Describe your firm's proposed warranty to include the number of years for parts as listed below:
 - a. **Parts:** _____
 - b. Include with response, a copy of Proposer's warranty.
4. **Returns:** Describe your firm's return policy.
5. **Specification Sheet:** If proposing an alternative item, Proposer must include a specification sheet. Angleton ISD shall have the final decision on what is or is not an acceptable alternate.
6. Provide volume quantity pricing for the above listed items for future budgetary purposes.

ATTACHMENT C

VENDOR QUESTIONNAIRE

In submitting a Proposal, each Prospective Bidder shall also provide the following information: (Use additional sheets, if necessary.) A qualifying Proposal must address all items. Incomplete Proposals may be rejected.

PART I – GENERAL INFORMATION

1. Prospective Bidder Information: Provide the following information regarding the Prospective Bidder.

Prospective Bidder Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Website: _____

Year established: _____ Number of years in business under present name: _____

2. Account Representative: List the account representative information that would service Angleton ISD's account, if awarded:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

3. Remittance Information: Please specify the business name, contact person, address, and phone number that should be used for remittance by Angleton ISD, if different from vendor information above.

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

- 4. Ordering information:** Please specify the business name, contact person, address, phone and fax numbers that should be used for all purchase order submittals by Angleton ISD.

Vendor Contact: _____

Phone: _____ Fax: _____

Website: _____

Email: _____

Hours of Operation: _____

Preferred method for receiving purchase orders:

____ Email: _____

____ Fax: _____

PART II – REFERENCES:

Provide a minimum of three (3) references that Contractor has provided like services or supplies to within the past three (3) years, preferably with K-12 School Districts. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference 1:

Company/District Name:	
Contact Name/Title:	
Business Address:	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

Reference 2:

Company/District Name:	
Contact Name/Title:	
Business Address:	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

Reference 3:

Company/District Name:	
Contact Name/Title:	
Business Address:	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

ATTACHMENT D

EXCEPTIONS TO THIS SOLICITATION

Does the Prospective Bidder have any deviations to any conditions and/or specifications/scope of services listed in this document?

___ NO

___ YES

If yes, noted in writing herein:

(Attach additional pages if necessary)

Note: Each exception must be clearly defined and referenced to the proper section and paragraph in this Solicitation.

ATTACHMENT E

FELONY CONVICTION NOTICE

State of Texas Legislative Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION (Sign under ITEM A)

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

VENDOR’S NAME:_____

AUTHORIZED COMPANY OFFICIAL’S NAME:_____

A. My firm is a **publicly-held corporation**; there, this reporting requirement is not applicable.

Signature of Company Official:_____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:_____

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

Name of Felon(s):_____
(Attach additional sheet if necessary.)

Details of conviction(s):_____
(Attach additional sheet if necessary.)

Signature of Company Official:_____

ATTACHMENT F

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Angleton ISD
Board Members and Administrators
Provided to vendors/contractors for purposes of Form CIQ

BOARD MEMBERS

Tommy Gaines	President
Kimi Hunter	Vice-President
Dana Tolbert	Board Secretary
Mike Sillavan	Board Member
Heather Brewer	Board Member
Justin Journeay	Board Member
Michael Stroman	Board Member

Administrators

Phil Edwards	Superintendent
Roberto Muñoz	Assistant Superintendent of Student Services
Adam Stephens, Ed.D.	Assistant Superintendent of Curriculum
Amy Anderson	Director of Child Nutrition
Jason Brittain	Director of Athletics
Hanna Chalmers	Director of Public Relations
Connie Cox	Director of Finance
Roy Gardner	CTE Director
Jerome Griffin	Chief of Police
Vicki Harmon	Director of Elementary Education
Angel Kersten	Director of Transportation
Michelle LeBleu	Director of Special Education
Jose Macedo	Director of Maintenance
Maria Macedo	Director of Academics and Leadership
Laurin Moore	Director of AISD Education Foundation
Bridgette Percle	Director of Instructional Programs and Professional Development
Tyler Press	Director of Secondary Education
Cyndy Pullen	Director of Human Resources
Jeff Stout	Director of Technology

School and Principals

Angleton High School	Anthony Smedley
AHS – CATS/JJAEF	Colleen Tribble
Angleton Junior High School	Trisha Terrell
Central Elementary School	Victoria Allen
Frontier Elementary School	Stephanie Ramirez
Northside Elementary School	Alicia Howell
Rancho Isabella Elementary	Chris Kocurek
Southside Elementary School	Jerri McNeill
Westside Elementary	Robin Braun

ATTACHMENT G

EDGAR CERTIFICATION REQUIREMENTS *(Federal Funding)*

The District has elected to solicit requests for proposals under the requirements set forth by the Code of Federal Regulations (CFR) Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). Following these federal requirements will allow for federal funds entrusted to the District to be used to make purchases through an awarded District contract. The CFR is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. The CFR may change during the term of the contract and the Vendor may be required to make adjustments as necessary.

By submission of a Solicitation Response, the Vendor certifies and agrees that they as a company understand and comply with all applicable areas identified herein. Some of the areas may not be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate for the solicitation. Failure to affirm and agree to these requirements may, at the District's discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding source.

The District reserves the right at any time within the contract term to require an awarded supplier to reaffirm, sign and resubmit proper documentation stating that their company is not debarred, nor have any other circumstances changed related to their original response.

NOTE: Any NO answers in this section must be listed on the Exceptions Form (Attachment D) with a detailed explanation for the exception.

▪ **General:**

1. **BUY AMERICAN ACT:** Proposers must agree and certify that proposer is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. Information regarding the Buy American Act can be found at [Federal Acquisition Regulation](#).

AGREED: ☐ YES ☐ NO

2. **CLEAN AIR AND WATER ACT:** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

AGREED: ☐ YES ☐ NO

3. **DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM (sam.gov) contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than

Executive Order 12549. Prior to award, the District will verify that the supplier is not currently listed as debarred by the Federal government. If the supplier is found to be on the Federal debarment list, the District, at its sole option, may elect to not award to the supplier if the funds intended for use with the contract will be federal funds. If awarded and during the contract term the supplier becomes debarred, the supplier must notify the District within five (5) District business days of the debarment. The District, upon its sole judgment, may elect to terminate the associated contract without penalty to the District or limit the contract to non-federal funds. Such judgment will be done in writing within twenty (20) District business days. During this assessment period, no contract orders can be placed by the District using federal funds.

AGREED: ☐ YES ☐ NO

4. **CONFLICT OF INTEREST:** 2 CFR 200.318(c)(1) states that the District must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific supplier. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the District. It is the responsibility of the supplier to identify and make the District aware of any potential conflicts of interest that exist between their company and the District. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be terminated immediately without penalty to the District based on cause.

AGREED: ☐ YES ☐ NO

5. **TERMINATION FOR CAUSE:** All federal contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The District does not have a threshold, so therefore, all contracts for any amount may be terminated for cause.

AGREED: ☐ YES ☐ NO

6. **BYRD ANTI-LOBBYING AMENDMENT:** (31 U.S.C. 1352). The Byrd Amendment applies to all federal contracts, grants, or cooperative agreements, and subcontracts expected to exceed the Simplified Acquisition Threshold (SAT). All contractors and subcontractors should comply with the requirements of this Act. Suppliers must certify for orders over the SAT that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The supplier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

AGREED: ☐ YES ☐ NO

7. **SMALL PURCHASES:** (2 CFR 200.320). Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (SAT). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Specifically, for multiple award catalog-based or no identifiable pricing, the District may be required to submit a request for quotation from the contracted vendors for the purpose of meeting the competitive bidding requirement of this section.

AGREED: ☐ YES ☐ NO

▪ **LARGE PURCHASES:** *For individual purchases that exceed the Simplified Acquisition Threshold.*

1. **SIMPLIFIED ACQUISITION THRESHOLD:** Contracts for more than the Simplified Acquisition Threshold (SAT), which may be adjusted for inflation by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. In any case, contracts in excess of the state's or state agency threshold must address the foregoing. Any purchase that is over the SAT threshold will require additional cost/price analysis by the District. The supplier may be required to provide additional documentation to support this requirement based on the federal requirements at the time of the purchase.

AGREED: ☐ YES ☐ NO

2. **COST ANALYSIS / NEGOTIATION OF PROFIT (2 CFR 200.323):** For contracts over the SAT, the District must negotiate profit as a separate element of the price for each contract in which there is no price competition, including solicitations that received only one viable response. In all cases, a cost analysis is to be performed by the District. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

AGREED: ☐ YES ☐ NO

3. **SUPPLIER VIOLATION OR BREACH OF CONTRACT TERMS:** For contract awards valued at or greater than the SAT the District must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The remedies under this provision are in addition to any other remedies that may be available under law or in equity.

AGREED: ☐ YES ☐ NO

- **SPECIALIZED PROCUREMENTS:** *Applies only to solicitations for which specialized requirements are identified.*

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

AGREED: ☐ YES ☐ NO

2. **ENERGY POLICY AND CONSERVATION ACT:** (42 U.S.C.6201). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

AGREED: ☐ YES ☐ NO

3. **SOLID WASTE DISPOSAL ACT:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

AGREED: ☐ YES ☐ NO

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

AGREED: ☐ YES ☐ NO

END OF SECTION

ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they appear in the correct order.

PLACEMENT ORDER IN PROPOSAL	DOCUMENT	CHECK TO INDICATE INCLUDED IN PROPOSAL
1	<i>*Proposal Form – Attachment A</i>	
2	<i>Vendor Questionnaire and References – Attachment B</i>	
3	<i>Vendor Response – Attachment C</i>	
4	<i>Exceptions to this Solicitation – Attachment D</i>	
5	<i>*Felony Conviction Notice – Attachment E</i>	
6	<i>*Conflict of Interest Form CIQ – Attachment F</i> https://www.etics.state.tx.us/data/forms/conflict/ciq.pdf	
7	<i>EDGAR Certification Requirements – Attachment G</i>	
	Hard Copy Submission: Proposal should be provided as follows: One (1) Original; and One (1) Electronic Copy – flash/thumb drive <i>Either in person or mail/delivery</i>	

Documents marked with an asterisk (*) on this checklist require a signature. Be sure they are signed prior to submitting proposal.