



**# 19-20-045**

**REQUEST FOR PROPOSALS (RFP'S) FOR ADMINISTRATION  
SERVICES FOR 457(b) DEFERRED COMPENSATION PLAN**

Issue Date: 6/4/2020

Questions Deadline: 6/11/2020 12:00 PM (CT)

Response Deadline: 6/24/2020 02:30 PM (CT)

**Contact Information**

Contact: Emily Garza

Address: Purchasing  
249

601 East Kelly Avenue  
Pharr, TX 78577

Email: [emily.garza@psjaisd.us](mailto:emily.garza@psjaisd.us)

## Event Information

Number: # 19-20-045  
Title: REQUEST FOR PROPOSALS (RFP'S) FOR ADMINISTRATION SERVICES FOR 457(b) DEFERRED COMPENSATION PLAN  
Type: Request for Proposal  
Issue Date: 6/4/2020  
Question Deadline: 6/11/2020 12:00 PM (CT)  
Response Deadline: 6/24/2020 02:30 PM (CT)  
Notes:

The Pharr – San Juan – Alamo Independent School District is soliciting proposals for the **Request for Proposals (RFP's) for Administration Services for 457(b) Deferred Compensation Plan # 19-20-045.**

The proposal is available online at the Pharr – San Juan – Alamo Independent School District website ([www.psjaisd.us](http://www.psjaisd.us)) Please place your cursor over the “About Us” tab and select “Departments”, from the Purchasing Department field select "View Website". Select "PSJA Electronic Bid System" from the menu list on the left to access the District’s Purchasing Website to view available bids and proposals.

Proposals can be electronically submitted through the Purchasing Department electronic bid system **by Wednesday, June 24, 2020 @ 2:30 p.m.**, at which time proposals will be unsealed electronically.

In case of emailed proposal or any correspondence concerning the proposal, the district will not be held responsible for missent, lost or late emails. Any proposal not submitted by the deadline for submitting the proposal, will be considered not timely filed and therefor, will be disqualified.

**\*\*PLEASE MAKE SURE THAT YOU VISIT THE DISTRICT’S PURCHASING DEPARTMENT WEBSITE ([www.psjaisd.us](http://www.psjaisd.us)) IN ORDER TO DOWNLOAD ANY AND ALL ADDENDUMS PERTAINING TO THIS BID/PROPOSAL\*\***

**NO FAXED PROPOSAL WILL BE ACCEPTED. LATE OR INCOMPLETE PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE / NON-CONFORMING.**

Proposals may be withdrawn prior to the opening date and time, but only in accordance with Attribute 4 of the proposals Attribute Section entitled “Withdrawing (Retracting) Responses or Modification of Bid”.

No Federal or State Tax is to be included in the bid / proposal price.

All prices bid/proposed must be F. O. B. Pharr, Texas.

## Requested Attachments

### W-9

(Attachment required)

## CIQ

(Attachment required)

Link is available in the Attributes tab line # 94.

## Certificate of Interested Parties - Form 1295

(Attachment required)

Link is available in the Attributes tab line # 70

## Bid Attributes

### 1 General

The following sections of the General Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance. Unless otherwise specified, you may bid on any or all items. Answer all questions related to each item on which you wish to bid. For items you do not wish to bid on, you may simply leave the questions for that item unanswered (blank), or you may enter "No Bid". Items will be considered individually, and awards will be made on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit. Bidders who do not wish to respond to this Bid Invitation, but who would like to remain on our bidders list for this commodity category should select the "No Bid" option and indicate the reason in the "Submission Reason" box provided in the electronic system. Failure to adhere to this procedure may result in removal of the bidder's name from our bidders list.

Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area firms are especially invited to submit bids. The term "contract," as used in this document, means the comprehensive collection of:

- a. this General Terms and Conditions document, including any attachments and/or amendments thereto,
- b. the Item Specifications included in the Bid Invitation and any subsequent addenda thereto,
- c. the bidder's signed Notice of Invitation to Bid sheet, which must be completed, signed by an authorized representative of the bidding entity, and returned with the bidder's response, along with
- d. this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this Bid Invitation,
- e. the bidder's entire response to the Bid Invitation,
- f. the bidder's Notice of Award document,
- g. and any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the District.

Collectively, these documents represent the entire agreement between the parties.

### 2 Point of Contact

The District's sole point of contact for question regarding this solicitation is listed below. Unless otherwise indicated, any communication regarding this solicitation including requests for clarification, must be directed via the e-Bidding system or e-mail only to:

Emily Garza

Director of Purchasing

[emily.garza@psjaisd.us](mailto:emily.garza@psjaisd.us)

### 3 Bid Preparation and Submission Procedures

Bids will be available electronically through the District's web-based e-Bidding system (the "System"). To participate, interested firms must first register online to receive a login username and password. The District's System may be accessed by clicking on the following link: <https://psjaebid.ionwave.net/Login.aspx>.

All solicitation documents and any applicable addenda (collectively, the "Solicitation") will be made available through this System. Bidders must attach all required documents in the "Response Attachments" tab. Bidders should retain photocopies for their files. Failure to return any document or information requested as part of the bid response may result in the rejection of the entire bid. If you require further assistance with the online registration process, please contact the Purchasing Department at 956-354-2000.

Responses shall be submitted electronically via the District's System no later than the time and date indicated on the Solicitation ("Submission Deadline"). After such Submission Deadline, the System "locks" and does not allow the submission of any responses. **The District will not accept late submissions under ANY circumstances.** Respondents are encouraged to submit their electronic responses with plenty of time in advance of the deadline indicated to ensure a timely response. The District will not be responsible for lateness of receipt due to Internet delays or unavoidable circumstances. Vendors who do not wish to bid on this particular bid, but who want to remain on our bid list for future opportunities in this product category should select the "No Bid" option and indicate the reason in the "Submission Reason" box provided in the electronic system. Since responses are submitted electronically through the System, the public bid opening will be done accordingly.

Bidders are welcome to attend the bid opening at the date and time indicated in the Notice of Invitation to Bid, but bidder presence is not required, and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. Recaps of the details of the bids received will be available to any interested party upon WRITTEN request. The form and content of the bid recaps will be at the sole discretion of the District.

Any bid/proposal not submitted directly to the Purchasing Department by the deadline for submitting proposals, will be considered not timely filed and therefore, will be disqualified. No faxed or e-mailed proposals will be accepted.

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this Bid Invitation before submitting bids. Failure to do so will be at the bidder's own risk. The law makes no allowance for errors of omission or commission on the part of bidders; furthermore, the bidder cannot secure relief on the plea of error or ignorance concerning any requirement included in the Bid Invitation.

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. These rules shall:

- Safeguard the integrity of the competitive procurement process;
- Ensure the identification, security, and confidentiality of electronic bids or proposals; and
- Ensure that the electronic bids or proposals remain effectively unopened until the proper time.

#### **4 Withdrawing (Retracting) Responses or Modification of Bid**

Responses may be withdrawn for any reason prior to the submission Deadline. To do so, vendors must click on the 'Retract' option available within the System. Respondents who retract a response may then perform any corrections and resubmit the response, if desired, prior to the Submission Deadline. After the Submission Deadline, no proposals may be withdrawn.

#### **5 Electronic Sealed Bid Security**

IonWave's Enterprise Sourcing was designed to maintain the security of the solicitation process, including protecting the integrity of sealed bid responses. Key security features in the system include:

- All sealed bid data is stored in encrypted fields while the solicitation is still available for supplier responses.
- Each buyer and supplier user account has its own password, with options available to the School District for dictating password requirements/complexity.
- All data transmitted between end users and the system is encrypted using industry standard SSL technology.
- Passwords are stored in an encrypted format using a one-way hash. This works to protect passwords from anyone with access to the database.
- User sessions are validated to help prevent hijacking and expire after inactivity.
- Key buyer and supplier activities are audited, such as response submission or solicitation unsealing.

Two primary levels of security exist to ensure bidders can only access their own bid data:

First, all sealed bid data is encrypted at the database level utilizing a security key uniquely generated for each bidding event. This protects the sealed data from everything but the bidding application itself, which is the only component that has the security logic and seeds required to generate the security key. This provides protection from system administrators and any potential risks of external hackers.

Second, the application includes security checks on every page that displays bid data to ensure that only the vendor who entered sealed bid data can view their own sealed bid data. All other users are denied access to sealed bid data by these security checks.

As a result of the above-mentioned security measures, sealed bid information is sealed in an electronic lockbox and unavailable to all system users until after a bid's due date and time passes. Electronic Bid Responses are time-stamped upon acceptance by the system. Time-stamps are reported in the Respondents report and in the Bid History logs. Authorized users, as established by system roles, may "Unseal" a bid at the appropriate time to begin bid evaluation and review.

##### General System Security

We utilize standard security mechanisms:

1. Enterprise Firewall protection
2. Secure separation of web cluster and databases.
3. Data reads are conducted utilizing stored procedures in order to prevent injection or SQL modification attacks.
4. Application user accounts are limited to execution of stored procedures.

5. Access to the system requires a correct username and password.
6. All data is secured at rest and in transit at the storage level.
7. Data backups are also encrypted and stored outside of the production environment.

#### Physical Security

IonWave has chosen to host our infrastructure in an extremely secure, redundant data center to ensure environmental conditions do not affect uptimes. This facility is protected by multiple levels of card key, biometric, and 24/7 guards to provide maximum security

### **6 Statement of Inclusion / Applicability**

These General Terms and Conditions are applicable to all Bid Invitations issued by the District, and by this inclusion, they become an integral part of any contract which is awarded, or purchase order which is issued in association with this Bid Invitation.

### **7 Contract Time Period**

The time period for purchases covered by any contract resulting from any award under this bid are to remain firm for one (1) year from the date of award or as stated in the Notice of Invitation to Bid. Unless otherwise indicated in these General Terms and Conditions, all bid pricing will be firm through the entire contract period. In the event this contract expires before another bid is awarded, upon the mutual written agreement of the parties, this contract may be extended on a month to month basis beyond the expiration of the contract time period. The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder agrees not to sell, assign, transfer, convey, or subcontract any portion of any contract resulting from this bid invitation without the prior written consent of the District.

### **8 Addendum**

In the event that any changes to this Bid Invitation occur, it shall be processed through an electronic addendum ("Addendum"), which will be posted and distributed to all participating respondents through the System. It shall be the sole responsibility of each respondent to ensure review of all Addenda issued in connection to this Solicitation prior to submitting a response. The Purchasing Department is the sole authority for the issuance of any addendum related to this bid. Any communications from any person or entity other than Purchasing regarding any matters related to this bid are invalid and will have no influence on this Bid Invitation.

## 9 Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In most cases, bids on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the District may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preference will be given to the specific products identified as "approved brands," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, it is preferable for the bidder to bid on the exact item specified, in addition to an alternate brand or model where desired.

All bids must identify the manufacturer, brand, model, etc. of the article being offered. For bids on "or equal/equivalent" items other than any "approved brand" specified, the bidder must supply a complete description and sufficient data for the District to properly analyze the product being bid. Samples may be requested for items other than "approved brands."

If the bidder fails to identify the manufacturer, brand, model, etc. for any item being bid on, the District will assume the bidder is bidding on the exact brand and model identified in the specification, and if awarded, the vendor will be required to furnish the exact brand names, models, etc. as specified. Substitutions will not be allowed.

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

If you discover or suspect an error in the item specifications in this Bid Invitation, please note it as part of your bid response. We will attempt to correct errors for future Bid Invitations.

## 10 Substitutions

The District will not accept any substitutes after item(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the District, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the location placing the order will constitute a breach of contract by the vendor which may result in the initiation of actions covered in section #26 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the District.

## 11 Bid Evaluation and Award

All bids received in response to this Bid Invitation which are submitted in accordance with the instructions and restrictions contained within the section titled "Bid Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of it meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the Bid Invitation.

The District reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of the District as it perceives those interests to be in its sole discretion.

It is not the policy of the District to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, the District may consider any combination of the following criteria:

- (1) the purchase price;
- (2) the reputation of the vendor and of 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 the district's needs;
- (5) the vendor's past relationship with the district;
- (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- (7) the total long-term cost to the district to acquire the vendor's goods or services;
- (8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - (A) has its principal place of business in this state; or
  - (B) employs at least 500 persons in this state; and
- (9) any other relevant factor specifically listed in the request for bids or proposals.

It is understood that the District, through its management may use all means at its collective disposal to evaluate the bids received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the District, will rest solely with the Board of Trustees of the District.

Right to Additional Competition: PSJA ISD occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods If deemed in the best interest of the District.

Unless otherwise indicated in this bid invitation, "all or nothing" bids are not acceptable and will be rejected. The bidder must be willing to accept a partial award for any combination of the items and/or services bid and must be willing to share the business with any other successful bidders. The successful bidder(s) will be notified by "Notice(s) of Award" issued by the District. The District reserves the right to require a performance bond as it is deemed necessary.



**1**  
**2** **Vendor Protest**

The District maintains protest procedures to handle and resolve disputes relating to procurements made with federal funds and, in all instances, discloses information regarding the protest to TEA or other awarding agency. 2 CFR § 200.318(k). The protestor must exhaust all administrative remedies with the District before pursuing a protest with a federal agency. The Superintendent, Chief Financial Officer, Administrator for Budget and Finance and/or the Director of Purchasing have the authority to handle and coordinate any disputes relating to procurements. Vendor Protest Procedures can be found on the Purchasing website.

**1**  
**3** **Quantities**

Quantities are the best estimate of anticipated needs available at the time of publication of this Bid Invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, student participation, availability of government commodities or other subsidies, changing market forces, and unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

Unless otherwise specified by the bidder, the District will be allowed to purchase up to twenty-five percent (25%) more or up to twenty-five percent (25%) less than the estimated quantities for any item and still obtain the item at the bid price.

Vendors will be notified of significant changes in the estimated quantities as they become known throughout the contract period.

Successful bidders will be required to monitor consumption rates and bring any exceptions to the attention of the District management as soon as possible. Except for conditions discussed within the section titled "Force Majeure," vendors are required to maintain sufficient inventories to cover the needs of District with only minimal, occasional, and temporary inability to provide products on a timely basis. Vendors at the close of the contract period agree not to hold the District liable for any inaccuracies in estimated quantities or for any products on hand.

**1**  
**4** **Tie Bids/Proposals**

Consistent and continued tie bid/proposal submittals on any commodity could cause for rejection of all proposal by PSJA ISD and/or investigation for antitrust violations.

**1**  
**5** **Vendor Authority**

All bids and proposals must be submitted by a responsible officer or employee. By submitting an Offer, your electronic responses create obligations that must be fulfilled.

**1**  
**6** **Electronic Signature**

Bidder's name entry in the designated "Electronic Signature" field constitutes an acceptable electronic signature. The person signing the bid must have authority to bind the represented company to a contract. An unsigned bid cannot be signed after the bid opening time even though the bidder or a representative is present at the bid opening.

**1**  
**7** **Packaging**

Unless otherwise provided for in this Bid Invitation, all products supplied under any contract resulting from this Bid Invitation must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under any contract resulting from this Bid Invitation for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

**1  
8 Pricing**

All "Line Item" Bids must be for a specific price for the unit of measure specified for that item. The bidder is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the bidder shall understand that if the item in question is awarded to the bidder, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.

"Discount from Catalog" Bid Invitations are percent off discount offered off list price for items in the bidder's published catalog that must be supplied with the bid response.

"Cost Plus" bids will not be accepted unless otherwise requested in this Bid Invitation. Bid prices must be firm for acceptance for at least 90 days from bid opening date, unless otherwise specified in this Bid Invitation or in the bidder's response.

If during the term of the contract, a successful bidder's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this Bid Invitation are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to all the District.

**1  
9 Pricing Errors**

Bidders and their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk & bidders cannot secure relief on the plea of an error. Neither law nor regulation make allowance for errors of omission or commission on the part of the bidder. Bids must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in the extension, the unit price shall govern.

**2  
0 Sales Tax**

The District is a public jurisdiction that is exempt from sales, excise, and use taxes. Tax Exemption Certificates will be provided upon individual requests from the vendor. Unless otherwise specified in this Bid Invitation, sales tax will not be included in any bid response or invoice submitted by any vendor unless the vendor has requested a Tax Exemption Certificate from the District in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this Bid Invitation, the bidder agrees to accept tax exemption information in such form.

2  
1

## **Delivery and Transportation**

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the District, all deliveries shall be made between the hours of 8:00 A.M. through 11:30 A.M. and 1:30 P.M. through 3:30 P.M. (TUESDAY through Friday, holidays excepted).

Unless otherwise noted in this Bid Invitation or in the Purchase Order, the bidder must deliver products awarded under this Bid Invitation within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the primary contact person at the location placing the order, by telephone and/or fax, if any delays occur. The location placing the order will have the option to cancel the order if it is unable to accept the delay. At the discretion of the location placing the order, items received after the due date, for which the location has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the District.

Repeated failure to meet delivery dates will constitute a breach of contract by the vendor, and may result in the initiation of actions covered in section #26 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the District.

All freight, delivery, and handling charges are the responsibility of the bidder, and all bid prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required. This bid package includes a summary listing of the location of the District their quantities (if this is a line-item bid), and the number of delivery locations at the time this Bid Invitation was mailed.

Cartons must be marked as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this Bid Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the District will have ONE CONTACT PERSON for overall contract management relative to any contract resulting from any award under this Bid Invitation, and the District WILL NOT is required to deal with multiple vendor contacts for overall contract management.

When the needs of the District require immediate response, the right to pick up products awarded under this Bid Invitation on an "over the counter" basis must be available for the majority of the items awarded to a bidder. Under such circumstances, the District's personnel may pick up products at the vendor's warehouse location at the bid price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specifications, title to all products shall pass to the District upon receipt and acceptance at the time of delivery.

2  
2

## **Quality**

Unless otherwise indicated in the Bid Invitation, all items bid must be new and in first class condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the District will not accept "factory seconds" or otherwise inferior goods and reserves the right to return any such item(s) within thirty (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering location. MSDS Sheets must be delivered along with the first shipment to each individual location within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request from any participating location.

**2**  
**3** **Product Inspection, Testing and Defective**

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the District. Tests may be performed on any samples submitted as part of the bidding or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the bid item specifications or the General Terms and Conditions of the Bid Invitation, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement(s) or delivery. Defective products which are not picked up and replaced by the vendor as outlined above may be disposed of by the District without expense to the District. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the District could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the District could be jeopardized. All products in the District at the time of any such cancellation must be picked up and credit issued to the District.

Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The Administration and staff of the District shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

**2**  
**4** **Samples**

If samples are needed for bid evaluation, they will be requested as part of the Bid Invitation or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within five (5) business days/working days from the time of the request.

Samples must be furnished free of expense to the District. Samples must be labeled with the District's Bid Name and Number, Item Number, Product Identification Number(s), and the name of the bidding entity. Do not include samples with the bid response unless otherwise instructed in the Bid Invitation.

All samples will be retained by the District for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, samples will be returned to the bidder at the bidder's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above, samples from the successful bidder may be retained permanently by the District for the purpose of determining that the quality and workmanship of the delivered items are comparable to the samples. The District shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any bidder to submit samples when requested will result in the items in question not being considered for award to that bidder.

**2**  
**5** **Warranties**

By submission of a bid, the bidder warrants that the bidder is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items being bid conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this bid invitation will be free from all defects in material, workmanship, and title.

A minimum of ninety (90) days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this Bid Invitation. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from the specified District's location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

**2  
6** **Deviations from Item Specification or General Terms and Conditions**

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the “approved brand and/or model” (where identified) must be clearly noted in detail by the bidder at the time of submission of the bid on Form B. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the bidder’s response will hold the bidder accountable to the District to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any “approved brands and/or models” identified. The bidder should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the bidder at a competitive disadvantage or otherwise prevent the District from considering the bid on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in section #26 of this General Terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and may jeopardize future business from the District.

**2  
7** **Contracts and Purchase Orders**

A response to this Bid Invitation is an offer to contract with the District based upon the Item Specifications and the General Terms and Conditions contained in the Bid Invitation. Bids do not become contracts unless and until they are both accepted by the District through an Award Notice to the Bidder and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the District. Purchase orders will be mailed to the vendor. All deliveries and financial transactions will occur directly between the vendor and the District

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Invitation and any subsequent addenda thereto, (2) the bidder’s signed Notice of Invitation to Bid sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder’s entire response to the Bid Invitation, (4) the bidder’s Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the laws of the State of Texas.

**2  
8** **Invoices, Packing Lists and Payments**

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the ordering location of the District.

The locations of the District will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

The District does attempt to remind its locations about the importance of following prompt payment policies when dealing with its vendors. Notwithstanding the above, the payment terms stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor’s normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from the vendor, including the necessary information indicated above.

At the option of the District, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the District location invoices may be corrected upon receipt and payment may be made based upon their corrections.

## Remedies for Non-Performance of Contract and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the District may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this contract is extended by mutual agreement of the parties on a month to month basis beyond the expiration of the contract time period as stated in the Notice of Invitation to Bid, this contract shall terminate upon the expiration of the contract term as stated in the Notice of Invitation to Bid.

If any delay or failure of performance is caused by a Force Majeure event as described in section #23 of this General Terms and Conditions document entitled "Force Majeure," the District may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the General Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- a. the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this Bid Invitation,
- b. the vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s)
- c. the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of the District placing the order,
- d. the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e. the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in its best interest including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the District elects to purchase other products from other sources, the District will invoice the vendor for any increased costs to the District, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the District terminates this contract, in whole or in part, for any reason provided for within the contract, the District reserves the right to award the canceled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of its members.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future bids from the defaulting vendor. In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

### **30 Force Majeure**

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither the District nor its location will be responsible for any costs incurred by the vendor because of the Force Majeure event unless the District has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the District has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the District shall have the option to terminate this contract in accordance with section #22 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the District's rights as provided elsewhere in this contract.

### **31 Non-Collusion Certification**

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

- a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this Bid Invitation,
- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid,
- c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the District or any of its locations in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid,
- d) neither the bidder, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this bid, and this bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder, competitor, or potential competitor prior to the opening of bids or proposals for this project,
- e) no attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

**3**  
**2** **Assignment - Delegation**

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the District. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**3**  
**3** **Certification Regarding Legal, Ethical and Other Matters**

By signing this bid, the bidder certifies that:

1. Bidder is to refrain from contacting a member of the Board of Trustees from the date of bid advertisement until after contracts are awarded by the Board. Board Members are not to be contacted by agents or others on behalf of any bidder or subcontractor. District administration is charged with evaluating bids, contacting references, and gathering any other relevant information in order to provide a recommendation to the Board of Trustees. Any attempt to circumvent the district's evaluation process as put forth in the bid documents may result in disqualification of a bidder.
2. he/she understands that the district may by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the District 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 favorable treatment with determinations with respect to the performance of such contract. In the even this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
3. he/she has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit bids on behalf of bidder,
4. bidder has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
5. the bid submitted conforms with all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this Bid Invitation,
6. if this bid is accepted, in whole or in part, the bidding entity will furnish any item(s) awarded to them under this Bid Invitation to the District at the price bid, and in accordance with the item specifications and the terms and conditions contained in this Bid Invitation,
7. the bidding entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
8. the bidding entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to bid or receive any award or contract related to this bid, and the bidder will comply with any reasonable request from the District to supply any information sufficient to substantiate the bidding entity's ability to meet these minimum standards,
9. concerning paragraph "(h)" above, the bidding entity has identified and disclosed in this written bid response any and all known or suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the bidder's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid response any such matters which do exist is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists, and possible criminal prosecution,
10. the bidding entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract,
11. the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid response are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,



12. the bidding entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold the District and its locations harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
13. the bid submitted complies with all federal, state, and local laws concerning these types of products or services, and the bidding entity will continue to comply with any applicable federal, state, and local laws related to the bidding entity's activities in connection with this contract,
14. the bidding entity will maintain, at the bidding entity's expense, any insurance necessary to protect the District and its locations from all claims for bodily injury, death, or property damage that might arise from the performance by the bidding entity or the bidding entity's employees or its agents of any service required of the bidding entity under this contract; however, the existence of such insurance will not relieve the bidding entity of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law,
15. neither the District nor any of its locations shall be liable to the bidder for any damages including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the District declares the bidder in default,
16. he/she understands that signing the bid with any false statement is a material breach of contract which will void the submitted bid or any resulting contracts and subject the bidder to removal from all bid lists, and possible criminal prosecution.

Unless otherwise provided in this Bid Invitation, any written notice or other communication required by this bid or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner.

**3  
4** **Venue**

The parties agree any dispute or litigation that may arise in the execution and/or performance of this contract, venue for all proceedings, judicial or otherwise, shall be proper in a State District Court Hidalgo, County Texas.

**3  
5** **Indemnification**

The District will not indemnify and/or hold harmless, an entity from any and all damages that an entity may become liable for as a result of the execution and performance of this contract, including but not limited to court costs, fees, fines, and/or attorney fees.

**3  
6** **Arbitration**

The District will not enter into a contract that includes arbitration language.

**3  
7** **Choice of Law**

The parties agree Texas laws will apply in resolving or litigating a dispute.

**3  
8** **Waiver**

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**3  
9** **Interpretation - Parole Evidence**

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement.

Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

**40 Right to Assurance**  
 Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his 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.

**41 Extension / Non Appropriations Clause**  
 This contract maybe renewed for (1) one additional year if the vendor and the District mutually agree and no increases in costs are incurred except for the growth. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.005 (b) concerning non-appropriation clauses for multi-year contracts. Each participating local government member reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available to extend the contract.

**42 Proposal Acceptance**  
 The period for acceptance of this proposal will be sixty (60) calendar days unless a different period is indicated by the bidder.

**43 Insurance Requirements**  
 To protect the district and its employees against liability, loss or expense on account of damage to property or injury or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, bidder shall procure and maintain, at its sole expense and until acceptance of the work by the district, insurance as hereinafter enumerated in policies which shall be subject to the district's approval as to form, amount and issuing company. Amounts listed are minimum.

Bidder must carry and provide proof of insurance which meets the requirements established by the Pharr-San Juan-Alamo Independent School District. Proof of insurance coverage must be submitted with bid. **This insurance is required only for work done on school district property.**

**INSURANCE REQUIREMENTS**

	<u>Statutory Limits</u>
Workman's Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
General Liability Bodily Injury & Property Damage	\$1,000,000 Combined Single Limits \$2,000,000 Aggregate
Automotive Liability -Bodily Injury	\$1,000,000 each person \$1,000,000 each accident

**44 Installation (when applicable)**  
 The successful bidder shall provide the following services and requirements at no additional cost above the initial bid price on equipment or furniture. Provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, complete assembly and adjustment by a trained installation mechanic and removal of all debris. Set in place, make the machine ready, start up, analyze and correct any malfunction of the equipment. Provide all materials, equipment and labor to place machinery in top operating condition or to fully assemble furniture.

**4 5 Inquiries and Interpretations**

Responses to inquires which directly affect an interpretation or change to this bid / proposal will be issued in writing by PSJA ISD as an addendum. Vendors **WILL NOT** be notified of additional information / addendum postings. It is the vendor's responsibility to view the web page regularly, or prior to submitting a bid / proposal response, to ensure that no addendum or additional information have been issued for the solicitation. All such addendum issued by PSJA ISD prior to the time that bids are received shall be considered part of the bid / proposal.

**\*\*\*No contact shall be made with Board Members. Contact and questions shall be made with District Administration only.\*\*\***

**4 6 Terms and Conditions Acknowledgement**

I certify that I have read, understand and agree to the terms and conditions associated with this bid/proposal. Any deviations shall be noted in the "Deviations from Specifications or General Terms & Conditions / Compliance Signature Form" (Form B).

I Agree and Acknowledge

*(Required: Check only one)*

**4 7 The following certifications and provisions are required and apply when PSJA ISD expends federal funds for any contract resulting from this procurement process.**

**Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and Supplier in all situations where the Supplier has been paid or will be paid with federal funds:**

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

**4 8 (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000,**

which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

I agree

*(Required: Check only one)*

**4 9 (B) All 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 effected and the basis for settlement.**

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

I agree

*(Required: Check only one)*

5  
0

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts**

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

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

I agree

(Required: Check only one)

5  
1

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation,**

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

Pursuant to Federal Rule (D) above, when PSJA ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

I agree  Not Applicable

(Required: Check only one)

5  
2

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable,**

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

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

I agree  Not Applicable

(Required: Check only one)

5  
3

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition**

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

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

I agree

*(Required: Check only one)*

5  
4

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),**

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

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

I agree

*(Required: Check only one)*

5  
5

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220)**

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

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

I agree

*(Required: Check only one)*

**5 (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award  
6 exceeding \$100,000**

must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

I agree

*(Required: Check only one)*

**5 Record Retention Requirements for Contracts Involving Federal Funds  
7**

When federal funds are expended by PSJA ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. 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.

I agree

*(Required: Check only one)*

**5 Certification of Compliance with the Energy Policy and Conservation Act  
8**

When PSJA ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

I agree

*(Required: Check only one)*

**59 Certification of Equal Employment Statement**

It is the policy of PSJA ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **Supplier** agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. **Supplier** further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

I agree

*(Required: Check only one)*

**60 Certification of Compliance with Buy America Provision**

PSJA ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Supplier certifies that it is in compliance with all applicable provisions of the Buy America Act.

I agree

*(Required: Check only one)*

**61 Certification of Access to Records – 2 C.F.F. § 200.336**

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

I agree

*(Required: Check only one)*

**62 Certification Regarding Terrorist Organizations & Boycotting of Israel – Govt Code 808 (HB89 and Govt Code 2252 (SB252)**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies of services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

I agree

*(Required: Check only one)*

**63 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

I agree

*(Required: Check only one)*

**64 Procurement of Recovered Materials**

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.

I agree

*(Required: Check only one)*

**65 Certification of Applicability to Subcontractors**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

I agree

*(Required: Check only one)*

**66 Business/Company Owner Name**

Please provide the complete name of the business/company **owner** responding to the bid/proposal.

---

---

---

*(Required: Maximum 1000 characters allowed)*

**67 Date of Establishment**

---

---

---

*(Required: Maximum 1000 characters allowed)*



**68 Will the bid/proposal deviate from specifications?**

Yes  No

(Required: Check only one)

**69 If no please state "No deviation", if yes, please specify deviations:**

**(An attachment on company letterhead with additional deviations may be submitted in the "Response Attachments" tab.)**

---

---

---

(Required: Maximum 1000 characters allowed)

**70 [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

**Definitions and Instructions for Completing Form 1295**

Pharr-San Juan-Alamo I.S.D. is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Pharr-San Juan-Alamo I.S.D., or its cooperative members, from entering into a contract resulting from this BID with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Pharr-San Juan-Alamo I.S.D. at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

***As a "business entity," all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposal even if no interested parties exist.***

Proposers must file Certificate of Interested Parties – Form 1295 electronically with the Texas Ethics Commission using the online filing application link provided above:

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be filed with Pharr-San Juan-Alamo I.S.D. by including the completed/notarized form with the proposal response.
- Pharr-San Juan-Alamo I.S.D. must acknowledge the receipt of the filed FORM 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After Pharr-San Juan-Alamo I.S.D. acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Pharr-San Juan-Alamo I.S.D.

**Definitions:**

- **Interested Party:** a person who:
  - a. has controlling interest in a business entity with whom Pharr-San Juan-Alamo I.S.D. and/or its cooperative members contracts; or
  - b. actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Business Entity:** an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

**7**  
**1** **Notice of Invitation to Bid / Propose**

**Location of Bid/Proposal Opening:**

PSJA ISD  
Business Services Department  
Conference Room # 205  
601 E. Kelly Ave  
Pharr, TX 78577

**Contract Time Period:**

July 1, 2020 - June 30, 2021

The undersigned authorized representative of the bidding company indicated hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below, and
2. That he/she has carefully examined this Bid Notice, the accompanying Bid Forms (whether in printed or electronic form), and the General Terms and conditions and Item Specifications associated with this Bid Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this Bid response, and
4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation unless any exception are noted in writing with this bid response, and
5. That any and all exceptions to the General Terms or Conditions of this bid have been noted in writing in this bid response, and that no other exceptions to the General Terms or Conditions will be claimed.

**7**  
**2** **Name of Bidding Company**

---

---

---

*(Required: Maximum 1000 characters allowed)*

**7**  
**3** **Name of Authorized Representative**

---

---

---

*(Required: Maximum 1000 characters allowed)*

**7**  
**4** **Position or Title of Authorized Representative**

---

---

---

*(Required: Maximum 1000 characters allowed)*

**7**  
**5** **Email Address of Authorized Representative**

*(Required: Email address)*

**7  
6** **Address, City, State, and Zip-Code**

---

---

---

*(Required: Maximum 1000 characters allowed)*

**7  
7** **Telephone Number of Authorized Representative**

(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

**7  
8** **Fax Number of Authorized Representative**

(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

**7  
9** **Email Address for Purchase Orders Only**

\_\_\_\_\_

*(Required: Email address)*

**8  
0** **Bidder Preference Certification**

Is your principal place of business in TEXAS?

Yes  No

*(Required: Check only one)*

**8  
1** **Bidder Preference Certification**

If the answer to the previous question is NO, in which state is your principal place of business?

---

---

---

*(Required: Maximum 1000 characters allowed)*

**8  
2** **Bidder Preference Certification**

If your principal place of business is not in the state of Texas, does your state favor resident Bidders by a dollar increment or percentage?

Yes  No

*(Required: Check only one)*

**8  
3** **Bidder Preference Certification**

If the answer to the previous question is YES, what is the dollar increment or percentage?

---

---

---

*(Required: Maximum 1000 characters allowed)*

**8  
4** **Certification Regarding Texas Family Code**

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the proposal the following affidavit: I, the undersigned vendor (via electronic signature), do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to proposal or receive a state contract.

Certified

*(Required: Check if applicable)*

**8  
5** **Historically Underutilized business (HUB) Certification**

Bidding companies that have been certified by the Texas Building and Procurement Commission (TBPC) as Historically Underutilized Business (HUB), entities are encouraged to indicate their HUB status when responding to this Bid Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. (Please submit a copy of the HUB Certification as an attachment under the "Response Attachments" tab, as applicable)

Please select from the following:

Select Option A if you certify that your company has been certified by the Texas Building and Procurement Commission as a historically Underutilized Business (HUB), and attached a copy of your HUB Certification to the Response Attachments tab.

Select Option B if your company has NOT been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB).

Option A    Option B

*(Required: Check only one)*

**8  
6** **Supplier Diversity Form**

PSJA ISD's Supplier Diversity Program ensures that the District will use its best efforts to ensure that small, women-owned and minority businesses are informed of current and future purchasing activities and will promote and encourage the participation of minority-owned, women-owned, and small business in purchasing of all goods and services. Nothing herein shall be construed to neither authorize nor require expenditure of funds for goods and services apart from normal and statutory purchasing processes. All information provided is subject to verification and this form may be incorporated into any resulting contract. Complete Part I and Part II.

Part I - Small, women-owned or minority business identification. Select your company business code, business ownership and certification affiliation, if applicable.

Part II - Special requirements for bids exceeding \$10,000

**8  
7** **Part I - Business Code**

Sole Proprietorship    Partnership    Corporation    Joint Venture

*(Required: Check only one)*

**8  
8** **Part I - Business Ownership**

Small Business    Woman Owned    Minority Owned    Large and/or Non-Minority

*(Required: Check only one)*

8  
9

**Part I - Certification Affiliation**

State of Texas (HUB)    Capital Metro (DBE)    Self Proclaimed    Other (attached)

*(Required: Check only one)*

9  
0

**Part II - Special Requirements for Bids Exceeding \$10,000**

PSJA ISD encourages current and potential contractors to provide opportunities to qualified small, women-owned and minority businesses for subcontracts. A subcontractor is a person or company that provides supplies and/or services to a prime contractor where the suppliers/services are used to fulfill the prime contractor's contractual obligations with PSJA ISD. If your firm will provide all of the labor and/or materials required for this procurement, please select from the options given.

Select Option A if your firm is providing all of the item / services required for this procurement.

Select Option B if your firm will subcontract a portion of the items/services.

Option A    Option B

*(Required: Check only one)*

9  
1

**Part II - Special requirements for bids exceeding \$10,000 (continued)**

If Section B was selected you have identified your firm as subcontracting a portion of the work. Please state the dollar value of the subcontracted portion. A list consisting of the following must be submitted with this bid/proposal for each subcontractor:

Total dollar value for the subcontracted portion:

Name of Subcontractor:

Address:

Phone #:

Contact Person:

Amount of Subcontract:

Name of Subcontract:

---

---

---

---

---

---

---

---

*(Optional: Maximum 4000 characters allowed)*

9  
2

**Felony Conviction Notification**

**Felony Conviction Disclosure Statement**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), 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 ha 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 my 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 contract."

Subsection (c) states "This section does not apply to a publicly held corporation."

I certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

My Firm is:

N/A Publicly-Traded Company  Owner/Operator HAS NOT been convicted of a felony

Owner/Operator HAS been convicted of a felony

*(Required: Check only one)*

9  
3

**Felony Conviction Disclosure**

If the owner/operator has ever been convicted of a felony, please enter the details of the conviction in the field provided. The notice must include a general description of the conduct resulting of the felony.

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

*(Optional: Maximum 4000 characters allowed)*

9  
4

**Conflict of Interest (Form CIQ)**

I certify compliance with this requirement: Disclosure of certain relationships with local government officials. Description: any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with PSJA ISD must file a Vendor Conflict of Interest Questionnaire (Form CIQ) with the PSJA ISD Purchasing Department in accordance with Texas Local Government Code Chapter 176, not later than the 7th business day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an agent of a vendor in the vendor's business with the District. The CIQ Form is available at [CIQ form](#). Forms are also posted at the Texas Ethics commission's website at: [www.ethics.state.tx.us/whatnews/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatnews/conflict_forms.htm). All Bidders must disclose the name of any PSJA ISD employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the bid or cancellation of a contract resulting from this Solicitation. Please submit CIQ Form as an attachment under the "Response Attachments" tab, as may be applicable.

Certified

*(Required: Check if applicable)*

9  
5

**Filing of Form CIQ**

If a disclosure is required as per CIQ regulations, have you filed a CIQ form as directed?

Yes  No  Not Applicable

*(Required: Check only one)*

**9 Contractor Certification Form**

6 Contractor must comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code. Before work on this Contract begins, Contractor shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present. Please visit a Guide for School Contractor Section for additional information regarding Senate Bill 9.

<https://tea.texas.gov/sites/default/files/Instructions%20to%20Contractors%20doc%20webupdates%20%282%29.pdf>

Select Option A if you have complied with Senate Bill 9 Section 22.0834.

Select Option B if you certify that the Company/Firm is not subject to the requirements of Senate Bill 9 Section 22.0834 and does not have employees working where children are present.

Option A     Option B

*(Required: Check only one)*

**Bid Lines**

1 Third-Party Administrator for the Districts Section 457(b) Plan

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
*(Attach separate sheet)*

**Item Attachments**

Request for Proposals PSJA 457 Plan Administration (1).pdf

[View Online](#)

457 Plan Administration - Specifications

**Item Attributes**

**1. General**

**2. Provide Company Name, Address, Telephone, E-mail and Fax information.**

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

*(Required: Maximum 1000 characters allowed)*

**3. Provide Name of Principal Contact(s) and professional profile(s).**

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

*(Required: Maximum 1000 characters allowed)*

**4. Provide type of Business Entity (corporation, partnership, etc.).**

---

---

---

*(Required: Maximum 1000 characters allowed)*

**5. Briefly describe your pertinent experience and volume of activity providing administrative services to (Texas/all other) public school district 457(b) programs. Describe the factors that would indicate you are a stable and secure business entity and your**

future prospects are equally stable and secure.

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**6. Administrative**

**7. Describe your consolidated billing and common remittance services and capabilities servicing a multiple or single investment vendor Section 457(b) program. Please include: (a) number of school districts (Texas/all other) for whom services are currently**

provided (b) number of employees currently served (Texas/all other) (c) current monthly dollar volume (Texas/all other) (d) time required for dollars once received by TPA to be delivered to Providers (e) processes/procedures/internal or external audits in place to establish and maintain timely, complete and accurate remittance handling from District to TPA to Vendors. How much of the above described Section 457(b) administrative experience is with multiple Vendor plans?

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**8. Describe your administrative and compliance procedures and capabilities related to proper Plan administration related to: (a) individual employee annual deferral limits (b) distributions (c) participant loans (d) hardship withdrawals (e) transfers**

(f) timely processing of payments and transfers and (g) timely correction of any refund payments to employees.

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*



**9. How do you interface with Vendors such that you receive necessary Vendor and/or product information needed for your work as TPA? How will you monitor what Vendor products are currently eligible as investment options? Will you offer Participants daily**

valuation services? If so, please describe how you will provide those services. If not, please describe the valuation services that you will provide to Participants.

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**10. Describe the software or system that you maintain for purposes of Plan administration. Is such software or system internally developed/maintained or is it acquired from external sources? Describe the security of your system relative to back-up, mirrored**

transactions, off-site storage of records, etc. Describe your disaster recovery program. Provide the District with your privacy policy and describe how you will maintain the privacy of Participants.

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**11. Describe the standard reports and frequency of such reports that you provide to the District or to Participants and examples.**

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**12. Will the District have reasonable access to all Plan and Participant data that you maintain/process on behalf of the District?**

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**13. Describe your abilities and procedures in place to protect all District, Plan and Participant confidential data. Describe any transfer of data that you facilitate between any Vendor or any other entity other than what is strictly necessary for Plan administration.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**14. Describe any ownership or business affiliation that you have with any investment product Vendor or potential Vendor.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**15. Describe your abilities and resources related to assisting and educating employees in their need to plan for retirement, their decision to save and to invest for retirement, and their determination of appropriate retirement asset portfolio products and construction. Describe the pertinent experience, training and professional credentials of the TPA representatives that may be assisting employees in their retirement planning and investment decisions.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**16. Describe your proposed fees for providing the services contemplated under this RFP.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**17. Describe any other fees, commissions or other types of payments or items of value that you may receive from any other party in relation to your services as TPA to the District's Plan.**

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**18. If selected as the Plan's TPA, will you provide documentation of the existence and the coverage amount of your errors and omissions insurance related to the professional services contemplated under the RFP?**

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**19. Please provide a specimen copy of your standard TPA service contract document.**

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**20. Describe any "Duties" listed in Section II that you would not perform and describe any clarifications, additions or suggestions that you would make to the "Duties" listed in Section II. The listing of any duties in Section II that would not be performed**

by a TPA candidate will be viewed negatively in the District's evaluation.

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**21. Describe for District consideration any suggested changes that you would make to the Plan document.**

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**22. Recordkeeping Services**

**23. Describe your process for reconciliation of plan assets on the recordkeeping system to the assets transferred by the District, with particular attention to the timing of such reconciliations.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**24. Describe the process of contribution investment. Where will funds be sent and what is the average period for settlement of contributions to Participant investments?**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**25. Describe the process of changing deferred contribution elections. How do participants contact you? Do participants have a choice of voice response, live operator, internet access or paper? Describe how you would interact with the District regarding these changes.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**26. Describe the process of investment exchanges of current funds. How are these provided? Do participants contact you? Do participants have a choice of voice response, live operator, internet access or paper? Describe timing of change. Describe the confirmation provided to participants.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**27. Describe the process of loan disbursement. How is a loan requested? How do participants contact you? Do participants have a choice of voice response, live operator, internet access or paper? Describe timing of disbursement from date of receipt of request to disbursement. Who completes the loan paperwork?**

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**28. Describe the process of distributions. How are distributions requested? How do participants contact you? Do participants have a choice of voice response, live operator, internet access or paper? Who completes the paperwork?**

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**29. For all investments, do you maintain historical cost information?**

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**30. Describe the transaction history that you keep for each participant, as well as your audit trails for all transactions. How long is this data retained?**

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**31. Describe your procedures for making determinations regarding Qualified Domestic Relations Orders.**

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**32. Describe your procedures for making determinations regarding hardship distributions.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**33. Do you offer Spanish speaking operators?**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**34. Voice Response System**

**35. Does your organization provide toll-free telephone services for participants?**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**36. Is automated voice response the only option or do you provide live operators, either standard or as an option?**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**37. If live operators are provided, do they work for your organizations or is this process outsourced?**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**38. Describe the information and/or services made available through your voice response system.**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**39. Describe how this information would be relayed to the District?**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**40. During what hours is the voice response system available, if applicable?**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**41. During what hours are live operators available, if applicable?**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**42. Are some or all of these services available through the internet? If so, please describe.**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**43. Do you offer Spanish language options?**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**44. Internet**

**45. Describe the account services and transaction capabilities available through your participant website.**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**46. Describe the level of customization available for clients through your website.**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**47. What are the standard hours of account access and transactional availability?**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**48. How often is data on the website updated? How does the website interface with the recordkeeping system?**

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*



**49. Please provide the District with a link to your website.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**50. Participant Communications**

**51. Please provide a sample participant statement. Provide information on the timing of statements. Will you guarantee this timing? Are statements mailed directly to participants?**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**52. Can your statement be customized?**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**53. Describe material that is available to be provided to participants other than the participant statements. Please provide a sample package.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**54. References and Summary**

**55. Please provide three references of current clients that are similar in size to the District and who used your TPA services in 2020.**

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**56. Please provide references of the three clients who most recently terminated your TPA services.**

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**57. Summarize how your organization is particularly equipped, suited or unique in your ability to serve as the Plan's TPA.**

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**58. Summarize how your organization would prepare for an IRS examination of the District's 457(b) Plan.**

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**Supplier Information**

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

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**Supplier Notes**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*