The San Antonio Independent School District (SAISD) requests interested parties to submit proposals for “SAISD Extended Day Program (SEDP)”. This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District.

The attached "Procurement Services General Terms & Conditions" are an integral part of this RFP.

INSURANCE REQUIREMENTS: “Reference General Terms and Conditions Item #60 for Insurance Requirements”

OPENING DATE AND TIME: The submission must be uploaded to the Bonfire Portal https://saisd.bonfirehub.com/portal, submitted, and finalized prior to the opening date and time of Monday, April 12, 2021 3:00 PM CDT. We strongly recommend that you give yourself sufficient time and at least ONE (1) hour before the deadline to begin the uploading process and to finalize your submission. If you experience technical difficulty when uploading your submission in Bonfire, please call Bonfire at 1-800-354-8010 ext. 2 for assistance. The Bid Opening will be hosted via zoom https://zoom.us/meeting/88645055379 Meeting ID# 940-919-3062 Passcode: 231416

CONTRACT TERM: The contract shall be valid for two (2) years from the Date of Board Trustees approval with the option to renew for three (3) additional one (1) year periods. Multiple awards may be made in the best interest of the School District.

SUBMITTAL INSTRUCTIONS: Vendor submittals must be uploaded as separate, signed .pdf/xls. files using the following structure: Proposal 1st Page, Representation and Certification, Edgar Compliance, HB 89, Out of State Certification, Conflict of Interest Questionnaire (CIQ), W-9 Form, SWMBE Program Identification, Vendor Data Confidentiality Form (if applicable), Pricing & Addenda (if applicable). Responses not submitted as specified above may be deemed “non-responsive”.

VENDOR QUESTIONS: All questions regarding this Request for Proposals must be addressed in written format through the Bonfire portal, https://saisd.bonfirehub.com/portal no later than Monday April 5, 2021 by 10 am. Response to questions will be issued in the form of an addendum and posted for viewing on the Bonfire Portal.

PROPOSAL ACKNOWLEDGEMENT

Name and Address of Bidder/Proposer: (Please Print)
Company Name: ____________________________
Address: __________________________________
City/State/Zip Code: _________________________
E-mail Address: _____________________________
Telephone# (800 # if available): ________________
Fax #: ______________________________________

BIDDER/PROPOSER AUTHORIZED TO SIGN:
Print Name: ________________________________
Title: ______________________________________
Signature: ________________________________ Date _________

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Print Name & Title: Victoria Cantu, Contract Administrator
Signature/Date Signed: _______________________

FOR SAISD OFFICE USE ONLY - NOTIFICATION OF AWARD
ITEMS AWARDED: __________________ BOARD APPROVED: _______________ TOTAL AMOUNT: _______________

Revised: 11/14/16
Vendors are prohibited from discussing any matters related to this formal solicitation during the District’s formal evaluation process. Any violations will result in vendor disqualification. Reference attached Procurement Services General Terms & Conditions.

The District reserves the right to accept or reject any and all statements in whole or part of any or to discuss/negotiate separately in any manner necessary. Due to District’s on-going construction projects and restructuring i.e. closure, realignment, relocation etc., service requirements are subject to change.

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

MANDATORY FORMS

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

- Proposal Acknowledgement…………………………………………………………… pg. 1
- Representation and Certification……………………………………………………… pgs. 3-5
- EDGAR Certification………………………………………………………………… pgs. 6-10
- HB 89……………………………………………………………………………… pg. 11
- Out of State Certification……………………………………………………………… pg. 12
- Conflict of Interest Questionnaire (CIQ)…………………………………………… pgs. 13-14
- W-9 Form………………………………………………………………………………… pg. 15
- SWMBE Program Identification Form……………………………………………… pgs. 16-20
- Vendor Data Confidentiality Form…………………………………………………… pgs. 21-22
- Procurement Services - General Terms & Conditions …………………………… pgs. 23-32

REFERENCES

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

- References……………………………………………………………………………… pg. 33

EVALUATION FACTORS AND STATEMENT OF WORK

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

- Evaluation Criteria………………………………………………………………… pg. 37
- Statement of Work…………………………………………………………………… pg. 39
- All Addenda’s that have been issued……………………………………………… pg. 39
**Representation and Certification**

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

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

□ Acknowledged

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

*Check one:*
1. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
2. My firm is not owned nor operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s):
Details of Conviction(s):

□ Acknowledged

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

□ Acknowledged

d. The San Antonio ISD promotes, to the maximum extent allowed by law, participation by SWMBE in all District competitive procurement. Are you a qualified SWMBE?

*Check one: _____ Yes _____ No*

Type of Certification: (i.e., Women-Owned Business, Historically Underutilized Business (HUB), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VBE), Disadvantaged Business Enterprise (DBE), African American Business Enterprise (AABE), Hispanic American Business Enterprise (HABE), Asian American Business Enterprise (ABE), Native American Business Enterprise (NABE), Disabled Individual Business Enterprise (DIBE), Emerging Small Business Entity (ESBE))

Certified by: ________________________________

*Proof of certification must be included with your submittal.*

□ Acknowledged
e. “Conflict of Interest”: (1) Neither an officer, agent, employee, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor (if the vendor is a sole proprietorship) is an SAISD employee or related by consanguinity (second degree) or marriage (first degree) to an SAISD employee. (2) Neither an officer, agent, employee, affiliate, subsidiary, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor itself has a conflict of interest in the performance of its contract with SAISD. Note: as used here, “conflict of interest” means a vendor (including its affiliates and subsidiaries) has an interest (financial or otherwise) that is inconsistent with its contractual obligations to SAISD, or the vendor’s officer’s, agent’s, employee’s, or stockholder’s personal interests are contrary or inconsistent with the vendor’s contractual obligations to SAISD. (3) Vendor has timely submitted the required conflict of interest questionnaire (CIQ) in compliance with Chapter 176 of the Local Gov’t Code and SAISD mandates. Note: Texas law requires vendors to file a CIQ adopted by the Texas Ethics Commission not later than the seventh business day after the date that the vendor: (i) begins discussions or negotiations to enter into a contract with SAISD; (ii) submits to SAISD an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with SAISD; or (iii) the date the person becomes aware of an employment or other business relationship with a SAISD officer, or a family member of the officer, or that the person has given one or more gifts to an SAISD officer of the District, or a family member of the officer. A vendor is further mandated by SAISD to file a CIQ thirty days before the vendor’s contract term expires and a renewal is considered by SAISD. Failure to timely file the CIQ will disqualify the vendor from being awarded a contract or having its contract renewed. See SAISD Board Policy CHE (LEGAL) and the Texas Ethics Commission for additional information on the filing of a CIQ.

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

☐ Acknowledged

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

☐ Acknowledged

g. “Insurance, Bonds”: Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. SAISD may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

☐ Acknowledged

h. “Criminal Background Checks/Searches”: Bidder/Proposer represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with Texas Education Code Chapter 22. Frequently asked Questions and Answers for the Criminal Background Certification can be viewed at www.saisd.net/ADMIN/purchasing/index.shtm.

☐ Acknowledged

i. “House Bill 1295” Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission’s online filing application, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, printed out, signed, and notarized. San Antonio Independent School District (SAISD) 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 SAISD from executing a Board or Superintendent approved contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to SAISD. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

Once a contract has been awarded, all notarized HB 1295 forms shall be mailed to 1270 W. Summit Ave., Suite #1004, San Antonio, TX 78201. Attn: Contract Management.

☐ Acknowledged

j. “House Bill 89 (HB 89)”, Israel Boycott Prohibition Form: Under Texas law, this transaction requires the vendor to complete and return the enclosed verification form verifying that the vendor does not and will not boycott the State of Israel during the term of this transaction. This transaction cannot be completed without the return of a fully executed verification form.

☐ Acknowledged

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

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

Company Name: __________________________________________

Submitter’s Name/Title: ____________________________________

Submitter’s Signature: _________________________________

Date: ___________________________________________________

* Denotes mandatory requirement.

This must be completed, signed, and returned with your submittal. Revised: 8/21/2020
EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

SAISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to SAISD along with your proposal.

The following certifications and provisions are required and apply when SAISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

NOTE: Owners not owing at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

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

(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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does Vendor agree? YES ________ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES ________ Initials of Authorized Representative of Vendor

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

Does Vendor agree to abide by the above? YES _______ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3145). 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 Governing 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 the 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 Copeeland "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 subcontractor 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 SAISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES______________ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (E) above, when SAISD expends federal funds, Vendor certifies that Vendor 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 SAISD resulting from this procurement process.

Does Vendor agree? YES______________ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or 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 SAISD, the vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES______________ Initials of Authorized Representative of Vendor
(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and 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 SAISD, the vendor certifies that during the term of an award for all contracts by SAISD, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES_________________ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES_________________ Initials of Authorized Representative of Vendor


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

2. 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.

3. 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-L-11, "Disclosure Form to Report Lobbying", in accordance with its instructions.

4. 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.

Does Vendor agree? YES_________________ Initials of Authorized Representative of Vendor
EMPLOYMENT VERIFICATION
FAR 22.18

As applicable, and as a condition for the award of any Federal contract at $50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does vendor agree? YES________________________ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by SAISO 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.

Does Vendor agree? YES________________________ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF $50,000 OF FEDERAL FUNDS

When federal funds are expended by SAISO, and/or its cooperative members, for any contract resulting from this procurement process in excess of $50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 506 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES________________________ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When SAISO 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 10).

Does Vendor agree? YES_________ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES_________ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS — 2 C.F.R. § 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.

Does Vendor agree? YES_________ Initials of Authorized Representative of Vendor
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.

Does Vendor agree? YES ________ Initials of Authorized Representative of Vendor

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

Corporate/Company Name: ____________________________________________

Authorized Signature: ________________________________________________

Printed Name: _______________________________________________________

Title: __________________________________________________________________

Date: __________________________________________________________________

Address: __________________________________________________________________

City, State, Zip Code: _________________________________________________

Phone #: __________________________________________________________________

Fax #: __________________________________________________________________

Email Address: _______________________________________________________

Corporate/Company Website: __________________________________________

DUNS #: __________________________________________________________________

CAGE#: __________________________________________________________________

SAISD Solicitation #: _______________________________________________

Revised: June 1, 2020
This Verification of Vendor is included in all contracts entered into by the San Antonio Independent School District, and its campuses and departments, for goods and/or services, as required by Chapter 2270 of the Texas Government Code.

The District is prohibited from entering into a contract with a company\(^1\) for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel\(^2\) and (2) will not boycott Israel during the term of the contract.

Accordingly, please complete the following verification, which is hereby incorporated by reference into the contract for goods and/or services with the San Antonio Independent School District:

```
VERIFICATION

I hereby verify on behalf of ________________________________ that I am authorized to make this verification on the company’s behalf and so verify that the company does not boycott Israel and that it will not boycott Israel during the term of its contract with the San Antonio Independent School District for goods and/or services.

Signature of Verifier

___________________________

Printed Name of Verifier

___________________________

Title of Verifier

___________________________

Date of Verification

___________________________

This document no longer has to be notarized.
```

1. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

2. “Boycott Israel” means refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel controlled territory, but does not include an action made for ordinary business purposes.
Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

☐ I certify that my company is a “Resident Proposer”.

Company Name (Please Print)

☐ I certify that my company qualifies as a “Nonresident Proposer”  
(NOTE: You must furnish the following information.)

Indicate the following information for your “Resident State”: (The state your principal place of business is located in)

Company Name __________________________ Address __________________________

City __________________________ State ______ Zip Code __________

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

☐ Yes  ☐ No

B. What is the prescribed amount or percentage? $_________ or __________%  

Certification: I certify that the information provided above is correct.

______________________________
Signature of Authorized Representative

______________________________
Name (Please Print) Title
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

**OFFICEUSEONLY**

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<th>Date Received</th>
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1. Name of vendor who has a business relationship with local governmental entity.

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

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

   Name of Officer

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

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

      Yes  No

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

      Yes  No

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

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

7. ________________  ________________
   Signature of vendor doing business with the governmental entity  Date

Form provided by Texas Ethics Commission  www.ethics.state.tx.us  Revised 1/1/2021
INFORMATION PAGE CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) A transaction that is subject to federal regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity.

(B) A transaction conducted at a price and subject to terms available to the public; or

(C) A purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

(C) of a family relationship with a local government officer.
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   - Individual/sole proprietor or single-member LLC
   - Corporation
   - Limited liability company. Enter the tax classification (C=L corporation, S=S corporation, P=Partnership)
   - Limited liability company
   - LLC
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

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<th>Social security number</th>
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or

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<th>Employer Identification number</th>
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Part II
Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might subject to backup withholding. See What is backup withholding, later.
INSTRUCTIONS TO PROPOSERS

SMALL, WOMEN, AND MINORITY BUSINESS ENTERPRISES (SWMBE) PROGRAM IDENTIFICATION FORM

SWMBE Business Diversity Program Identification

The successful Proposer will be required to submit all information required on Form SWMBE-1, “SMALL, WOMEN, AND MINORITY BUSINESS ENTERPRISES (SWMBE) Program Identification,” a copy of which is included in the Contract Documents, concurrently with all required completed contract forms. The successful Proposer shall list and identify on Form SWMBE-1 (i) all Subcontractors who satisfy the definition of small, women, minority, disabled, veteran business enterprises, and other socially or economically disadvantaged business enterprises, (ii) all contracts/purchase orders for services, supplies and materials with vendors who meet the definition of a SWMBE, and (iii) the percentage amount of each such subcontract, contract and/or purchase order.

SWMBE Business Diversity Program Monitoring and Tracking

The successful Proposer will be required to report all SWMBE information required by the District to satisfy SWMBE participation goals. The SWMBE firm(s) listed on the SWMBE Program Identification form, SWMBE-1 submitted with your proposal. SAISD Procurement Services will monitor participation utilizing the B2G Now Contract Compliance online monthly utilization reporting program. You will be notified monthly by email, mail, or phone of the need to verify your actual SWBE utilization. To access the SWMBE contract monitoring and tracking system go to https://saisd.smwbe.com/ in your internet browser address line. The successful proposer is required to review, maintain, and update contact information in the monitoring system for reporting accuracy. An initial meeting with successful proposer(s) shall be required on how to access the tracking system and review how your SWMBE utilization plan will be successful in striving for the 20% SWMBE participation goal. Proposer(s) will be accountable for achieving SWMBE participation goals and will be notified by email, mail, or phone on compliance responsibilities and status of not meeting goals. Compliance notices may require a follow-up meeting, and/or participation verification through submittal request of updated SWMBE utilization form. Failure to carry out these requirements, comply with compliance notices, and justly demonstrate documented proof of good faith efforts to increase participation and/or secure SWMBE subcontractors is constituted as a material breach of contract, which may result in the termination of the successful proposer(s) contract or other such remedy as SAISD deems appropriate.
SMALL, WOMEN, AND MINORITY BUSINESS ENTERPRISES (SWMBE) PROGRAM IDENTIFICATION FORM

As required in the Instructions to Proposers, the undersigned, as the successful Proposer on the above referenced Project for the San Antonio Independent School District, hereby submits the following list of all SWMBE Subcontractors, all purchase contracts and/or purchase orders with SWMBE vendors for services, supplies and materials, and the amount of such subcontracts and purchase contracts/purchase orders. The successful Proposer will submit completed this Form. The minimum participation achievement requirement is at least 20 percent of the total dollar value of awarded contracts to certified SWMBE Enterprises.

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<tr>
<th>NAME/ADDRESS OF SUBCONTRACTOR/ VENDOR</th>
<th>SWMBE/HUB CERTIFICATION #</th>
<th>DESCRIPTION OF SERVICE OR SUPPLIES</th>
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TOTAL: %

(ATTACH ADDITIONAL SHEETS AS NECESSARY)
Identify listings and directories used to identify and solicit qualified SWMBE participation.

List any solicitations or other efforts to obtain SWMBE referrals

List any advertising mediums used for soliciting bids/proposals from SWMBE

Describe other efforts by the Offeror to promote and involve SWMBEs as part of its proposal.

Identify strategies, listings and directories to be used to identify and solicit qualified SWMBE participation.
List the advertising mediums to be used for soliciting bids/proposals from SWMBEs.


Describe other proposed efforts by the Offeror to promote and involve SWMBEs in the bid/proposal process


*Please attach a copy of your company’s SWMBE policy, HUB policy, or similar policy with the purpose of promoting equal business opportunities for economically disadvantaged individuals (if applicable).

Name of Contractor/Vendor: ________________________________

Signature: ________________________________

Name (Print): ________________________________

Title: ________________________________
Small, Women, Minority Business Enterprise (SWMBE)

General Provisions:

A Small, Women, Minority, Disadvantaged Business Enterprise (DBE) shall be defined as (a) a business enterprise formed for profit which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals, (b) a sole proprietorship created for the purpose of making a profit that is one hundred percent (100%) owned, operated, and controlled by a socially and economically disadvantaged individual; (c) a partnership formed for the purpose of making a profit in which at least fifty-one percent (51%) of the assets and interest in the partnership is owned by one or more socially and economically disadvantaged individuals; and (d) a joint venture in which each entity in the joint venture is a Disadvantaged Business Enterprise: provided in all cases, that the management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Historically Underutilized Business" is an entity with its principal place of business in Texas and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman who reside in Texas and have a proportionate interest and actively participate in the control, operation, and management of the entity's business affairs.

“Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged.

Per Board Policy CH (LOCAL); The program is not limited to small, women, and minority business enterprises, but may include veteran, disabled, and other socially or economically disadvantaged businesses, all collectively referred to as “SWMBEs” or “SWMBE”.

Definitions:

Black Americans: Includes persons having origins in any of the Black racial group of Africa
Hispanic Americans: Includes persons of Mexican, Puerto Rican, Central or South American, or other Spanish culture or origin, regardless of race
Native Americans: Includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
Asian-Pacific Americans: Includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific, and the Northern Marianas
Asian-Indian Americans: Includes persons whose origins are from India, Pakistan, and Bangladesh

Form SWMBE-1 Revised: 12/02/2020
San Antonio Independent School District  
Vendor Data Confidentiality Agreement Form

[hereinafter referred to as “Vendor”], has requested data from the District database (hereinafter referred to as “District data” or “data”) maintained by San Antonio Independent School District (hereinafter referred to as “SAISD” or “District”). Vendor has or intends to enter into a contract/ license/ other agreement (“Contract”) with SAISD to provide services to SAISD. Vendor has requested or intends to request access to data for the purpose of providing the services specified in the Contract. SAISD has agreed or intends to provide the requested data, provided that Vendor agrees to comply with the terms and conditions set forth in this Confidentiality Agreement. THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL OF VENDOR’S TERMS AND CONDITIONS TO THE CONTRARY REGARDING THE FOLLOWING DESCRIBED “APPLICABLE DATA.”

**Applicable Data**

This agreement applies to Student data, Financial data, Payroll data, Demographic data, and any or all other data that Vendor has accessed or received from the District. Vendor hereby agrees that it will use the District data solely for the purpose of providing the services specified in the Contract with SAISD.

**Student Data in Particular**

SAISD will provide student data that may contain personally identifiable information from an education record of a student to Vendor pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g(b)(1)(F), and regulations issued under FERPA, 34 C.F.R. § 99.31 (a)(6). Vendor agrees that it will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g(b)(1)(F), 34C.F.R. §99.31(a)(6), and the terms of this Confidentiality Agreement.

For purposes of this Confidentiality Agreement, the term “personally identifiable information from an education record” may include, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or the student’s family; (d) a personal identifier such as the student’s social security number or other student number; (e) information about a group of students that contains five (5) or fewer students; (e) a list of personal characteristics that would make the student’s identity known or easily traceable; and (f) any other information that would make the student’s identity known or easily traceable.

Vendor agrees that it will maintain the confidentiality of personally identifiable student information contained in the District data at all times and will keep the data in a secure location. Vendor shall restrict access to personally identifiable student information to only those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by students or parents of students whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of student data to Vendor and to take legal action against the vendor for damages or other relief.

**Financial, Payroll, Employee, Vendor, Demographic, or other District Data in Particular**

For purposes of this Confidentiality Agreement, the terms “Financial, Payroll, Employee, Vendor, Demographic, or other District data”, includes but is not limited to, data that includes employee or vendor names; employee identification numbers; federal identification numbers; social security numbers; and/or vendor or employee home or work addresses, phone numbers, birthdates, job titles, pay amounts, email addresses, bank account numbers, bank routing numbers, and/or check numbers. Vendor agrees that he/she will maintain the confidentiality of all District data contained in the District records Vendor receives or obtains access to at all times and will keep the District data in a secure location. Vendor shall restrict access to all data contained in the District records to those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by affected employees and/or vendors whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of any or all data including employee, vendor or any other District data previously made accessible to Vendor.

**Other Terms and Conditions**

Vendor agrees to keep secret any District system information, including all documentation, database or table descriptions, data schema, diagrams, and other materials containing any portion of the District data structures or other District system specifications.
Vendor agrees to provide newly-generated or collected data (such as assessment scores, student course selections, payroll data, employee attendance data, or other data) to the Office of Technology and Management Information Services in a mutually agreeable format using secure file transfer protocols. Vendor agrees that it will not release or disclose any of the District data in any manner except as expressly described in this Confidentiality Agreement, unless Vendor has received prior written authorization from the District. Should there be a breach of confidentiality by Vendor and a release of District data (including but not limited to personally identifiable student data) to any third party not a party to this agreement, Vendor hereby agrees to provide immediate notification services to the appropriate parties at its sole expense, including but not limited to, providing notice to the District, the affected student, the parents of the affected student, the affected employee, and/or the affected vendor regarding the release of confidential data that has occurred. Furthermore, Vendor will promptly indemnify, defend, and hold harmless District, its present and future officers, employees and agents, from and against all claims, suits, demands, damages, losses, judgments, fines and costs, including reasonable attorney’s fees and court costs, made against District or its officers, employees or agents to the extent they arise from Vendor’s negligent acts or omissions, or willful misconduct or violation of law in the performance of services for District that lead to a breach of this Confidentiality Agreement.

Vendor agrees that it will promptly return the District data and system information to SAISD upon written request by SAISD or when the Vendor contract ends. Vendor further agrees that it will delete and not retain the District data or system information when it is no longer needed for the purposes described in this Confidentiality Agreement and the Vendor contract.

Nothing in this agreement shall affect in any way Vendor’s use of personally identifiable information received from any person other than SAISD, its employees or agents, or from SAISD students.

By signing below, Vendor accepts and agrees to the terms and conditions set forth in this Confidentiality Agreement.

(VENDOR)

________________________________________
(Vendor’s Name)

By: _____________________________________
(Signature of Authorized Representative)

________________________________________
(Printed Name and Title of Signatory)

Dated: _________________________________

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____________________________________
(Chief Technology Officer)

________________________________________
(Printed Name and Title of Signatory)

Dated: _________________________________
Procurement Services - General Terms & Conditions

1. **Acceptance of Bid/Proposal Content** - These general conditions govern the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Bidder/Proposer has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of a Bidder/Proposer to accept these conditions in a final contract shall result in cancellation of award.

2. **Responsiveness** - It is the Bidder/Proposer’s responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions will result in disqualification.

3. **Bid/Proposal Form Submission** - Proposals and all required documents must be uploaded to the Bonfire Portal [https://saisd.bonfirehub.com/portal](https://saisd.bonfirehub.com/portal) submitted, and finalized prior to the Closing Time. Vendor submittals must be uploaded as separate, signed .pdf files using the following structure: Proposal, Company Information, References, Representation and Certification Form, EDGAR Compliance Form, HB 89 Form, Out of State Certification Form, Conflict of Interest Questionnaire (CIQ), W-9 Form, Pricing and Addendums (if applicable). Responses not submitted as specified above may be deemed “non-responsive”.

4. **Late Submission** - Bids/proposals received after the time and date specified will not be accepted.

5. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will not be accepted.

6. **Instructions to Bidder/Proposer** - All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Bidder must submit prices and other information required in the proper spaces on the bid/proposal forms provided. Deviation may result in disqualification of the bid/proposal.

7. **Acknowledgement of Addendums** - Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed “Sealed Bid/Proposal” form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum is not returned, the bid/proposal may be disqualified. Addendum will be issued through the Bonfire Portal [https://saisd.bonfirehub.com/portal](https://saisd.bonfirehub.com/portal) under “Supporting Documentation”. Vendors must monitor on a daily basis the Bonfire Portal for Addendum(s).

8. **Alternative Bids** - No alternate bids/proposals will be accepted, unless otherwise stated in the bid/proposal.

9. **Instructions to Bidder/Proposer** - Awarded vendors are solely responsible for notifying the Procurement Services, Contract Management, of any changes, in writing, to the company’s name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.

10. **Substitutions** - The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "NO SUBSTITUTE" is specified. No substitutions or cancellations are permitted after award without written approval by the Director, Procurement Services or designee.

11. **Brand Name or Equal** - The use of brand/models in the bid/proposal is to establish a standard of quality, workmanship, performance, etc. Bidders may bid brands/models they deem equivalent or equal to those shown on the bid/proposal. The burden of proof of equivalency or “Equal or” is upon the Bidder. The Bidder must specify make or model even if bidding the brand specified or a product “Equal or”. Do not state “As Specified” or “Equal”. Vendor(s) submitting brands or models other than those specified may be requested to furnish samples of their offerings.

12. **Receipt and Opening of Bids** – (1) Bids (i.e., Bidders from IFBs) will be publicly opened, Bidders identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs and RFQs) will be publicly opened, Offerors identified, and prices will NOT be disclosed until after evaluation and award. (3) All Bidders received in response to solicitation documents (IFBs, RFPs and RFQs) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.

13. **Tax Exemption** – The School District is exempt from Texas State and Local Sales Tax and Federal Excise – IAW Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57th Legislature, first Called Session, 1961 – **DO NOT INCLUDE TAX IN YOUR BID OR PROPOSAL.**
14. **Informalities and Irregularities** - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, extend due date(s), or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the best interest of the District. The Director, Procurement Services shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility will be grounds for a determination of non-responsibility.

15. **Employee Discrimination** - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.

16. **Bid Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at any time prior to the bid/proposal opening date & time or withdrawn via the Bonfire Portal. Bids/Proposals cannot be amended or altered, except to correct price extension errors, after the opening date and time.

17. **Evaluation Criteria** – Pursuant to the Texas Education Code 44.031 (a) and (b), the District shall evaluate and consider: the purchase price, the reputation of the vendor and of the vendor’s goods and services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the District’s needs, the vendor’s past relationship with the District, the vendor’s references, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, any other relevant factor specifically listed in the request for bids or proposals (offers, programs and services in addition to the Statement of Work; value added incentives beneficial to the total long-term cost to the District to acquire the goods or services, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, any other relevant factor specifically listed in the request for bids or proposals (offers, programs and services in addition to the Statement of Work; value added incentives beneficial to SAISD). The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation factors.

18. **Recovery of Money** - If the Bidder/Proposer fails to deliver both the quality and quantity of items on which the award was made in the manner specified in the contract, SAISD reserves the right to purchase the specified goods/services on the open market and vendor agrees to allow SAISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.

19. **Child Support Certification** - Pursuant to Section 231.006, "Family Code", the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan or payment, and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

20. **Purchase Orders** - Successful vendor **shall not** begin work/services or deliver merchandise without a signed purchased order.

21. **Indebtedness** - Because fiscal responsibility is a criterion, if the vendor is indebted to the District, including but limited to, being delinquent on the payment of property taxes, the District may withhold awarding a contract to the vendor and refuse to enter a contract with the vendor. Further, if the vendor becomes indebted to the District after a contract is entered, then District will withhold renewing the contract.

22. **Assignment Delegation** - No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Director, Procurement Services or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 1270 W. Summit Ave, San Antonio, TX 78201. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.

23. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
   a) District may cancel or terminate the award or agreement for convenience, with or without preference upon 30 day written notice.
   b) During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
   c) Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
   d) District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
24. **Force Majeure** - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

25. **Indemnification** - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.

26. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in San Antonio, Bexar County, Texas.

27. **Right of Inspection** - The District has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the District reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Seller’s expense and the Seller assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District’s right to inspect or invoke any of its remedies.

28. **Qualification of Bidder/Proposer** – The School District will use a Request For Information as an “expressing of interest” to announce the intent of the District to solicit Offers or Proposals for certain products and/or services and to request that interested vendors advise the District of their interest. This is a flexible instrument that conveys no commitment on the part of either the District or the vendors. It is used merely to collect information.

29. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.

30. **Title and Risk of Loss** - The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery.

31. **Proprietary Information** – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.

32. **Out of State Vendors** - The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.

33. **Gratuities** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this revision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

34. **Special Tools and Test Equipment** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

35. **Oral Statement** - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.

36. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60) days written notification of intent.

37. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party’s intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is
made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

39. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the SAISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys’ fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys’ fees and court costs from amounts, if any, owed to vendor under the contract.

40. **Invoices and Payments** - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered. All invoices must be mailed to: San Antonio Independent School District, Attn: Accounts Payable, 141 Lavaca Street, San Antonio, Texas 78210. All invoices must reference a Purchase Order number assigned by SAISD.

41. **Prompt Payment Discounts** – Bidders/Proposers are encouraged to offer discounts for large one time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid, but will be part of any contract issued, with the exception of catalog discount bids.

42. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.

43. **Contract Extensions (option year(s))** - Any contract may be extended beyond the base year(s) in writing via an addendum by the School District with mutual agreement between the parties.

44. **Instructions to Bidder/Proposer** - The SAISD at its discretion may purchase from existing bids/proposals and/or issue other bids/quotes for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the school district.

45. **Ethics in Public Contracting** – School District employees are prohibited from receiving, soliciting any gifts, inducement or kickbacks.

46. **Delivery Terms** - If a delivery is to be made to a location other than the Procurement Services Department, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. Contractor is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.

47. **Firm Price Period** - Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for Board of Trustees approval.

48. **Instructions to Bidder/Proposer** - SAISD reserve the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.

49. **Appeal Process** – A protest shall be in writing and shall be filed with the Procurement Services Director. A protest of a bid/proposal shall be received at the Office of Procurement Services.

50. **Miscellaneous Requirement** – The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, work flow charts, templates, third-party documents, end-user license agreements, “shrink-wrap” and/or “click-wrap” licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents.

51. **Contract Documents and Order of Precedence** - Contract Documents are the documents that comprise the basis of contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District’s solicitation document (IFB, RFP, RFQ); the Offeror’s response to the solicitation document; and the notice of award or acceptance
by the District. In more complex contracts, Contract Documents may be identified in the District’s notice of award or acceptance and may include the District’s solicitation document (IFB, RFP, RFQ); the Offeror’s response to the solicitation document; the District’s request for Best and Final Offer (BAFO); the Offeror’s response to the BAFO; and the notice of award or acceptance by the District.

a) Offeror will ensure the District’s terms and conditions, statement of work/specifications, and Contract Documents order of precedence flow-down to Offeror’s subcontractors, agents, and/or third-party business “partners”.
b) Regardless of the documents comprising the Contract Documents, the District’s solicitation document (to include the SOW/Specifications and Terms and Conditions) take precedence over other Contract Documents (regardless of date).
c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract’s SOW/Specifications in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW/Specifications) do not change nor replace existing Contract language nor do they supersede or change precedence of the Contract Documents. Any attempt by the Offeror and/or its subcontractors, agents, third-parties, etc. to submit or introduce documents that supersede or take precedence over the Contract Documents may be declared null and void by the District.
d) The District does not intend to surrender or reduce any of its sovereign or contractual rights provided under Federal and/or Texas statute(s) and any attempt by the Offeror or any third-party to do so is null and void.

52. F.O.B. Destination (Free on Board) – Quote F.O.B. destination for all competitive bids/proposals.

53. Responsibility for Actions - Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.

54. Criminal Background Check – All vendors, contractors and their subcontractors hereinafter called (“service contractor”), must comply with the requirements of Senate Bill 9, promulgated by the 80th Legislature of the State of Texas. The requirements apply to service contractors whose employees, hereinafter called (“covered persons”), will have continuing duties related to the contracted services and who will have direct contact with students. Such service contractors who employ a covered person will have to conduct criminal background checks on those employees who are covered persons. If the covered person was hired by the service contractor before January 1, 2008, the service contractor must certify to the District that the service contractor has obtained the criminal history record information from any law enforcement or criminal justice agency or a private consumer reporting agency governed by the Fair Credit Reporting Act, 15 U.S.C 1681 et seq. for the covered person. A covered person is considered to have been employed by a service contractor as of the date the covered person first provided services for compensation.

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

DEFINITIONS:

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

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

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

56. **Discount Purchases** - Zero (0) percent discounts may not be considered for contract award. SAISD may select several of the most qualified/responsive vendors offering the most competitive pricing. Bidders may submit a catalog or price list, if applicable, with the bid for evaluation purposes. Failure to submit a catalog may result in disqualification. Bids shall be awarded to the vendor(s), as determined by the District, offering the most competitive pricing based upon a comparative analysis of each vendor’s manufacturer/catalog pricing.

57. **Bonds** - Cashier’s Check, Bid Bond or Irrevocable Letter of Credit:

   a) Cashier’s check or bid bond is required with bid of $10,000.00 or more.
   b) Each bid shall be accompanied by either a cashier’s check or Surety Company bid bond in the amount of not less than five (5) percent of total bid/proposal amount. Check or bond shall be payable to the SAISD as payee or oblige, and shall be effective once the bids are opened. If the vendor submits a Cashier’s Check in lieu of a Bid Bond the following statement must be typed at the bottom left hand side of the Cashier’s Check: “In Lieu of Bid Bond”. Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.
   c) Such checks or bid bonds will be returned to all except the three lowest bidders after the opening of the bids; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to SAISD may be forfeited in whole or in part if the vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required by the Procurement Services General Terms and Conditions within ten (10) working days from date of Notice of Award.
   d) If any such bid bond is in an amount in excess of ten percent of the surety company’s capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company’s capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer’s capital and surplus.
   e) If an Irrevocable Letter of Credit is submitted in lieu of a Cashier’s Check or Bid Bond the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to SAISD in the amount of not less than five (5) percent of total bid/proposal amount. The letter must state “Irrevocable” in order to satisfy the District’s surety requirement. In the event the contract is not awarded to the applicable vendor, the original letter of credit will be returned to the unsuccessful vendor.

58. **Bonds:**

   a) **In General**: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in TEX. PROP. CODE §§53.201-53.239, as amended, and shall (1) name obligees; the Owner and the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a “B+” rating or better as issued by A.M Best & Co.
   b) **Reinsurance**: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety’s capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that
are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to SAISD’s acceptance of the bond.

c) **Venue:** If any suit shall be instituted against a surety, guarantee, or Fidelity Company by SAISD, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.

59. **Performance & Payment Bonds or Irrevocable Letter of Credit:**

a) Are required on contracts for $25,000.00 or more.

b) Bidder agrees that upon award of contract, bidder will execute and submit the required documents within ten (10) working days from date of Notice of Award. Bidder shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the School District. “The District reserves the right to automatically revoke Board Award if the vendor does not provide Performance and Payment Bonds within ten (10) working days from date of Notice of Award.”

c) Successful bidder shall furnish a performance and a payment bond executed by a surety acceptable to the SAISD in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.

d) Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company’s capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company’s capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer’s capital and surplus.

e) The District may accept an Irrevocable Letter of Credit for low risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted in lieu of Performance Bond, based upon the District’s determination, the financial institution must be subject to the laws of the State of Texas. The letter must state “irrevocable” to be made payable to SAISD in the amount of 100% of total bid/proposal amount. The District reserves the right to automatically revoke Board Award if the vendor does not provide an Irrevocable Letter of Credit within ten (10) working days from date of Notice of Award. The Letter of Credit will be returned to the unsuccessful vendor(s) within 10 working days after contract award. Vendor must enclose a self addressed stamped envelope for return of letter. If the successful vendor(s) does not execute a contract and post the applicable Insurance Certificate required by the Procurement Services General Terms and Conditions within ten (10) working days from date of Notice of Award, the District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.

60. **Insurance:**

a) The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best Rating of the insurance company to determine the company's acceptability to the School District.

b) An original certificate of insurance confirming coverage must be submitted to the School District within ten (10) working days from date of Notice of Award. “The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from date of Notice of Award.”

c) Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the San Antonio Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the San Antonio Independent School District. The certificate(s) of insurance provided the San Antonio Independent School District by the Contractor must reflect the above-stated requirements.

d) Failure to submit and maintain valid insurance/bonding constitutes a breach of contract and may result in contract termination in the best interest of the District.

**NOTE:** THE FOLLOWING REQUIREMENTS HAVE BEEN REVISED (FEBRUARY, 1992). BIDDERS ARE DIRECTED TO REVIEW THESE PROVISIONS CAREFULLY.
Insurance coverage and liability limits shall be not less than the following:

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td><strong>A. COMPREHENSIVE AUTOMOBILE LIABILITY</strong></td>
<td>$500,000.00 CSL (Combined Single Limits)</td>
</tr>
<tr>
<td></td>
<td>or $250,000/$500,000 BI/ $100,000 PD</td>
</tr>
<tr>
<td>BI=Bodily Injury, PD=Property Damage</td>
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<tr>
<td>Business (Commercial) Automobile Liability Insurance coverage is required for all owned, non-owned and hired vehicles. No deletions/exclusions from standard coverage form allowed without written consent from the San Antonio Independent School District, Procurement Services Department. Must Include Owned, Hired, and Non-Owned Automobiles</td>
<td></td>
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</tbody>
</table>

| **B. COMPREHENSIVE GENERAL LIABILITY** | **$500,000.00 CSL** (Combined Single Limits) |
|                                       | or $500,000 BI/$100,000 PD                  |
| **General Aggregate**                 | $1,000,000.00                              |
| Independent Contractor Coverage (same as above) if Sub-Contractors are used. FOR CONTRACTS OF $25,000.00 OR MORE: |
| In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of $1,000,000.00 is required for contracts of $25,000.00 or more, unless Comprehensive General Liability limits of $1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement. |

**C. WORKER'S COMPENSATION INSURANCE**

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

a) Provide certificates of coverage for the contractor's employees to the Procurement Services Department.

b) Provide certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.

c) Retain copies of the above certificates of coverage for the duration of the project, plus one year.

d) Notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affects the coverage of any person providing services on the project.

e) Provide new certificate at least thirty (30) days prior to the expiration of coverage period.

f) Obtain and provide new certificates of coverage for each person providing services on the project whose current certificate ends during the duration of the project.

g) Post a notice on each project site in the text, form, and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

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

**D. PROFESSIONAL LIABILITY**
a) “Provide proof of professional liability/errors omissions in the amount of $500,000 for the past year and history of all claims. Note any and all allegations and convictions of felonies related to the firm’s owners or operators, and include a general description of the conduct resulting in the allegation or conviction of each felony.

61. **Clean Air and Water Act** - In instances in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may result in disqualification.

62. **Instructions to Bidder/Proposer** - The quantities of products noted in the minimum specifications portion of this document are estimates only and not necessarily purchased by this contract. Specific quantities will be noted on subsequent purchase/delivery orders issued under this contract. If the District’s requirements do not result in orders in the quantities described as “estimated” in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment.

63. **Liquidated Damages** - If the successful offeror fails to deliver or defaults on this contract within the time specified in the contract, the offeror shall pay (or have withheld from payments due), at the option of SAISD, to SAISD as liquidated damages $300 per delivery order. Offeror agrees that this is a reasonable cost to compensate SAISD for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude SAISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to SAISD.

64. **Instructions to Bidder/Proposer** - All bids/proposals must be complete and convey all of the information requested in order to be considered responsive. If the bid/proposal fails to conform to the essential requirements of the bid/proposal solicitation, the District alone will determine whether the variance is significant enough to consider whether or not the bid/proposal is acceptable and therefore a candidate for further consideration.

65. **Warranty** – The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties available to any customer for same or similar supplies or services.

66. **Copyright** – Any original work or design created on behalf on the San Antonio Independent School District shall be considered a "work made for hire" under the United States Copyright Act and shall be the sole property of the San Antonio Independent School District and all right, title and interest therein, including copyright, shall solely vest in the District.

67. **Instructions to Bidder/Proposer** - SAISD is tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure SAISD that Bidder’s employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by SAISD that the employee must be immediately restricted from all SAISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with SAISD.

68. **Contact with SAISD** – Bidder/Offeror/Proposer/Vendor will direct all questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD’s Director of Procurement Services. Bidder/Offeror/Proposer/Vendor or agents will have no direct contact with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD’s Director of Procurement Services prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.

69. **Prohibited Communications – “During Blackout Period”** - The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any SAISD Board members, district employees and any contractor involved in any step in the procurement process about the affected procurement. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the General Terms and Conditions listed in the solicitation. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation and end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.
70. **Other Applicable Laws** – Any provision required being included in a contract of this type by any applicable and valid Executive order, federal, state or local law ordinance, rule or regulation shall be deemed to be incorporated herein.

71. **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance:**

a) *Membership.* San Antonio ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

b) *Adoption of Awarded Contracts.* In support of this collaborative effort, all awards made by San Antonio ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district’s policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district’s needs, as long as such modifications are directly related in nature to the original contract.

c) *Document Sharing between Members.* To assist an adopting member district in establishing their supporting documentation, the awarded vendor’s response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

d) *Adopted Contract Management.* The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district’s decision to execute such renewal options on the original contract.

Revised: 8-21-2020
Past Performance Questionnaire Instructions

*Instructions to Offeror for sending Reference Questionnaire Forms:*

Prepare and send a reference questionnaire package for each project you list as a reference for the Past Performance evaluation factor. The instructions page is to be omitted from the package when sending to references for completion.

The past performance questionnaire must be independently completed by the offeror’s client references. Offerors are responsible for ensuring that their client references complete this questionnaire and submit it via email directly to SAISD’s Procurement Department via email by the designated date and time listed on the questionnaire.

A list of at least three (3) Non-SAISD references from current customers. References must include Educational Agencies (K-12 preferred), Government Agencies and/or firms, which are substantially serviced by the Proposer (references most similar to SAISD must be provided).

*It is the Offeror’s responsibility to follow-up and to encourage references to send in their questionnaire.*
Past Performance Questionnaire
RFP #21-020 (VC) SAISD Extended Day Program (SEDP)

Please complete this Questionnaire and e-mail or fax to
Victoria Cantu, Contract Administrator,
E-mail: ycantu3@saisd.net, FAX: 210.228-3174

is currently in the process of preparing a proposal response for

(Proposer Name)

the San Antonio Independent School District “RFP #21-020 (VC) SAISD Extended Day Program (SEDP).” As part of our proposal, we have listed you as a reference on our performance for this type of service with your company/agency under the previous/current contract listed below. Your input on our performance is therefore requested.

Questionnaire is due no later than Friday, April 9, 2021 at 2:00 pm (CDT). Questionnaire must be submitted directly to the Contract Administrator on company letterhead if faxed or emailed from a corporate e-mail account.

Thank you.

NAME OF PROPOSER: ________________________________
Phone: ______________ Fax: _____________ E-Mail: ______________

I. Past/Current Reference Information

1. Contract or Identifying Number: ________________________________

2. Contract Value: ________________________________

3. Period of Performance: ________________________________

4. Brief description of items provided:

____________________________________________________

____________________________________________________

5. Name of Person Completing Questionnaire: ________________________________

Agency/Company:

____________________________________________________

Title: __________________ Phone: __________________

E-mail: __________________
II. EVALUATION. Please rate the Proposer utilizing the guide below. Explanatory narratives for as many responses as possible would be appreciated. These narratives need not be lengthy, just detailed. Attach additional pages if more space is needed.

Evaluation Definitions – The following definitions should be used in the assessment of Contractor performance.

<table>
<thead>
<tr>
<th>Performance Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXCEPTIONAL</td>
<td>Performance <strong>EXCEEDS MOST</strong> contractual requirements. The performance of the areas being assessed was accomplished with few minor issues or concerns.</td>
</tr>
<tr>
<td>VERY GOOD</td>
<td>Performance <strong>EXCEEDS SOME</strong> contractual requirements. The performance of the areas being assessed was accomplished with few minor issues or concerns, for which the Contractor’s corrective actions were highly effective.</td>
</tr>
<tr>
<td>SATISFACTORY</td>
<td>Performance <strong>MEETS</strong> contractual requirements. The performance of the areas being assessed contains minor issues or concerns, for which corrective actions taken by the Contractor were effective.</td>
</tr>
<tr>
<td>MARGINAL</td>
<td>Performance <strong>MEETS SOME</strong> contractual requirements. The performance of the areas being assessed includes significant problems, issues, or concerns for which corrective actions taken by the Contractor were only somewhat effective.</td>
</tr>
<tr>
<td>UNSATISFACTORY</td>
<td>Performance <strong>DOES NOT MEET</strong> contractual requirement. The performance of the areas being assessed includes serious problems, issues, or concerns for which the Contractor’s corrective actions were ineffective.</td>
</tr>
<tr>
<td>NOT APPLICABLE (N/A)</td>
<td>Performance information not recent or relevant as defined in the Solicitation. Unable to provide assessment.</td>
</tr>
</tbody>
</table>

Past Performance Evaluation

1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?

2. When did this work take place?

3. What was the quality of the vendor’s services and goods to your District/Company?
4. Did the service and goods meet your expectations?

5. Was the work completed in a timely manner?

6. Would you recommend the vendor for future work within your District/company? Why or why not?

7. What is your overall rating of Contractor’s performance (requirements, schedule, and price) on contract being assessed?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**General Comments**

- 
- 
- 


Evaluation Criteria

It is the intent of the District to award this RFP based on the **Best Overall Value to the District** and the determination of responsibility or non-responsibility of Proposer as the law allows. Each Proposer shall furnish to the SAISD, all such information and data requested by the SAISD to help in determining the Proposer’s qualifications and responsibility. The District reserves the right to negotiate separately with any Proposer(s) in any manner necessary to serve the interests of the District.

All prospective Proposers are advised no contract will be created between the District and a prospective Proposer simply by virtue of said Proposer’s submission of the lowest responsible proposal, or submission of the lowest priced proposal. The District expressly retains its authority and ability to select and/or reject all proposals. The District shall evaluate and consider all proposals based on a combination of factors, including price and other factors in determining which proposal provides the best overall value to the District. The District must consider any of the following in determining to whom to award a contract.

Evaluation and Selection Process

San Antonio ISD will conduct a comprehensive evaluation of all submissions received in response to this RFP. The Owner will appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness, qualifications under the RFP and Respondent’s proposed plan. At that time, negotiations will be conducted and a contract will be executed.

An Evaluation Committee will evaluate the proposals against the following weighted criteria:

1. **Purchase Price** 30 pts
2. **Reputation of the vendor and of the vendor's goods or services** 10 pts
3. **Quality of the vendor's goods or services** 10 pts
4. **Extent to which the goods or services meet the District's needs** 25 pts
5. **Vendor's past relationship with the District** 5 pts
6. **References (Past Performance Questionnaire – PPQ’s** 5 pts
7. **Impact on the ability of the District to comply with Laws and Rules relating to Historically Underutilized Businesses (HUB)** 6 pts
8. **The total long-term cost to the district to acquire the vendor's goods or services** 5 pts
9. **Any other relevant factor specifically listed in the request for bids or proposals (Offers, programs and services in addition to statement of work; value added incentives beneficial to SAISD.)** 4 pts

100 Total

**Notice:** The evaluation and scoring shown on this evaluation document are preliminary results and are not final. This evaluation and scoring may be subject to re-evaluation, re-scoring, and/or re-examined considering additional evaluation information, such as applicable law/regulations or through a Best and Final Offer (BAFO) process. Evaluations and scoring results are not final until the evaluation process officially concludes.

Proposer(s) scoring highest based upon the Evaluation Criteria will be selected to participate in this final analysis of proposals. Qualifications and suitability of the proposed service and not price alone shall be considered in the acceptance of proposals. The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation criteria.

SAISD may request a written interpretation from a Proposer of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation.
SAISD shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required documents; to reject a proposal, which is in any way incomplete, irregular, or nonconforming; or to reject a proposal, which may otherwise be legally rejected for any reason. SAISD may waive any informality in any proposal to the fullest extent permitted by applicable law.

The contents of the proposal submitted by the successful Proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Proposer will be expected to sign a contract with the District.

**Best Value Incentives**

In this section you should list any best value incentives you can offer SAISD. Examples of incentives would be to include as part of the proposal, additional services at no additional cost, reduced costs in subsequent years, etc. These incentives must be clearly enumerated in your response. The response must provide a description of each incentive indicating particulars such as amounts, times, etc.

The Proposer must include a summary in this section of all Best Value Incentives being offered along with Proposer’s cost and the cost to SAISD, if any. This information may be used in determining award of this RFP. Please see the example summary below for one sample type incentive.

**Example of a Best Value Incentive Summary**

<table>
<thead>
<tr>
<th>Incentives</th>
<th>Proposer’s Cost</th>
<th>SAISD Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Services</td>
<td>$10,000.00</td>
<td>$-</td>
</tr>
</tbody>
</table>

**Receipt and Opening of Offers**

Bids (i.e., Bidders from IFBs) will be publicly opened, Bidders identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified.

Proposals (i.e., Offers from RFPs and RFPs) will be publicly opened, Offerors identified, and prices will NOT be disclosed until after evaluation and award.

All Bidders received in response to solicitation documents (IFBs, RFPs and RFPs) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.

**Prohibited Communications – “During Blackout Period”**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any SAISD Board members, district employees and any contractor involved in any step in the procurement process about the affected procurement. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the General Terms and Conditions listed in the solicitation (provided below). All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation and end when the contract is awarded.

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

**General Terms & Conditions, “Contact with SAISD”** – Bidder/Offeror/Proposer/Vendor will direct all questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD’s Director of Procurement Services. Bidder/Offeror/Proposer/Vendor or agents will have no direct contact with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD’s Director of Procurement Services prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.
STATEMENT OF WORK

The SAISD Extended Day Program (SEDP) is structured using the “Texas Standards for High Quality After-School Programs” with the focus on improving academic performance. The intent is to implement a robust after school program that ensures alignment to district initiatives, curricular programming, and recreational enrichment activities for the students enrolled in the school district.

The SAISD Extended Day Program will run for a minimum of 180 days and up to 210 days that may include a request for Intersession Calendar days. The campuses are scheduled to begin on August 9, 2021 and end on June 2, 2022. In accordance with the District’s School Calendar, the SEDP shall operate for a minimum of two (2) hours at middle school campuses (between the hours of 4:00 PM to 6:00 PM) and a minimum of three (3) hours at elementary campuses and academies (between the hours of 3:00 PM to 6:00 PM). Elementary end times vary. Provider employees will not exceed the allowable hours as noted below following the District’s calendar.

- Middle school site employees shall not exceed a total of 10 hours per week, in a 5 day work week
- Academy and Elementary site employees shall not exceed a total of 15 hours per week, in a 5 day work week

Exceptions to regular school hours are listed below:

<table>
<thead>
<tr>
<th>Campus</th>
<th>Days</th>
<th>Time</th>
<th>Day(s)</th>
<th>Time</th>
<th>Allowable Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ogden</td>
<td>Monday-Thursday</td>
<td>4:00 – 6:00 PM</td>
<td>Friday</td>
<td>Noon – 6:00 PM</td>
<td>Not to Exceed 14 Hrs/ wk</td>
</tr>
<tr>
<td>Storm</td>
<td>Monday-Thursday</td>
<td>4:00 – 6:00 PM</td>
<td>Friday</td>
<td>Noon – 6:00 PM</td>
<td>Not to Exceed 14 Hrs/ wk</td>
</tr>
<tr>
<td>Carroll</td>
<td>Monday-Friday</td>
<td>2:40 – 6:00 PM</td>
<td></td>
<td></td>
<td>Not to Exceed 16 Hrs/ wk</td>
</tr>
</tbody>
</table>

SAISD Extended Day Program (SEDP) services will be provided to in-person students in grades K-8th in SAISD schools for the 2021-2022 School Year at approximately 71 campuses for 6,051 students (See Attachment A – SAISD After-School Challenge Program – Campuses).

SPECIAL REQUIREMENTS (IF ANY)

1. The SEDP Provider will provide to the District the number of sites in which the Provider is able and willing to provide services.
2. The SEDP Provider will submit a multi-tier budget in which the Provider will estimate cost options for ten, fifteen and twenty sites. Negotiations will commence upon award.
3. The SEDP Provider will provide to the District the latest financial report to ensure fiscal responsibility.
4. The SEDP Provider will provide to the District updated copies of their after-school employees’ CPR and First Aid Certifications.
5. If additional certification, such as Emergency Oxygen, Bloodborne Pathogens, or Epi-Pen, are identified in the Provider’s Handbook and/or job descriptions, the Provider will provide updated copies to the District.
6. The SEDP Provider will complete a Vendor Data Confidentiality Agreement Form (see Attachment B – Vendor Data Confidentiality Form) for each site facilitator every four months during programming, in order to log into the SAISD digital platform for registering students, taking daily attendance, and accessing the District’s approved applications for on-line learning.
7. The SEDP Provider will utilize the District’s digital systems and processes to submit required documentation such as, but not limited to, monthly invoices, attendance reports, and required forms.
8. The SEDP Provider will implement the District’s after-school program curriculum and supplemental Provider curriculum within an instructional calendar to meet the needs of the District’s extended learning instructional program objectives.
9. The SEDP Provider will participate in the District's training as identified for safety practices and instructional programs. Such training will include in-person, remote or asynchronous recorded sessions. (A maximum of 16 hours of training will be provided for site facilitators and a maximum of 8 for the after-school staff).
CONDITIONS

1. The SEDP Provider will follow the District's recommended schedule. One full hour will be dedicated to Homework and/or Academic activities that align with district areas of need. The second hour will be dedicated to Enrichment and/or Adult Guided Recreation activities. (see Texas Standards section for more information)

2. This will be a cost reimbursement contract and the District's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of the services provided by the Provider in accordance with the terms and conditions of the contract. "Allowable Costs" shall be costs allowable under applicable law, funding conditions, and are reasonable and necessary to operate the program. There will be no payment advancements.

3. To receive reimbursement, the Provider shall submit, on a monthly basis, an invoice in a form prescribed by the District. District deadlines must be adhered to in order to process invoices in a timely manner. Invoices with more than three corrections will be returned to the Provider for repair. This action will delay the reimbursement for the month and will be documented for evaluation purposes. Upon receipt of a conforming invoice and all supporting documentation, reimbursement shall be made within thirty (30) working days after receipt of Provider’s final, error-free invoice. Provider agrees that any costs reimbursed hereunder shall not be claimed under another contract or grant from another agency. Invoices should be submitted via the District’s identified digital system and process including naming conventions for all documentation submissions. The naming convention: SEDP_Provider’s Name_Invoice #_Fiscal Year.

4. Provider and District agree to jointly operate the Program to provide after-school educational and recreational opportunities for District students enrolled in District Schools. The District shall provide a site facility for each program location, to include adequate space for program participants and activities and space for storage of program equipment. The parties understand and agree that facilities may vary, depending on availability at each site and may include the cafeteria, a portable building, gymnasium, classrooms, computer labs, library or any other suitable location as determined by the District.

5. District shall retain ownership of equipment, materials and other property obtained with funds hereunder (hereinafter "Program equipment"). Provider shall safeguard, maintain and inventory program equipment and promptly report to the SEDP Director the occurrence of any stolen, missing, damaged or destroyed program equipment. The Provider will complete the District documentation to adequately report the loss.

INVENTORY

1. Inventory per site will be taken two times per year, at the beginning of the year (July) and middle of the year (December) for identified District equipment and resources such as digital devices, walkie-talkies, and book collections purchased throughout the year. The dates will be set by the District.

All inventory items purchased with the City of San Antonio over one hundred dollars must be labeled as Fund 478 as these items are audited on a yearly basis. District-funded instructional materials (digital devices, games, STEM resources, book collections and other hands-on materials or curriculum) should be labeled as an After-School resource. The SEDP will provide labels for those materials and Providers will ensure appropriate labeling is completed, materials are organized, and inventory is maintained. An end-of-the year inventory checklist will be completed to indicate any loss, worn-out, damaged materials that require replacement. Providers will complete the end-of-year form and submit a photo image of the organized materials (see Attachment C - SEDP After-school Inventory List). (A maximum of 10 hours of Inventory duty shall be paid per year for any one site).

2. The Provider will make certain that all materials and equipment are stored, organized and secured daily. At the conclusion of the program in May/June, all materials must be inventoried, organized, and secured for implementation the following year.

3. The Provider should maintain current inventories of standard instructional supplies (see Attachment D - SEDP Standard Instructional Supplies) to implement the District curriculum and Provider supplemental curriculum. The
Providers will complete an SEDP Instructional Supply Questionnaire four times per academic year for the replenishment of standard instructional resources. The questionnaire will be completed in the month of September, November, February, and April. Providers should ensure that adequate resources are on-hand to allow for adequate processing time to fill the orders.

CURRICULUM

1. The SEDP will provide an Extended Learning Curriculum and Instructional Calendar with aligned District resources to ensure continuation of academic services and programming after-school. The Provider will offer a supplemental curriculum with activities each month as an enhancement and enrichment to District programming. The activities should include national holidays, cultural diversity national recognition events, and community-based programs such as National Lights Out, Read Across America, Coding Competitions or STEM events.

Under COVID-19, District and Provider activities and resources must observe the safety protocols.

2. The Provider will ensure that after-school activities and events are promoted to parents throughout the academic year.

TEXAS STANDARDS FOR HIGH QUALITY AFTER-SCHOOL PROGRAMS

Category 1: Safe Environment, Health, and Nutrition

Standard 1.1 The program provides consistent supervision of youth to ensure safety.


2. The Providers must know the number of students and their location AT ALL TIMES. Accurate documentation for sign-in and sign-out daily must be maintained and monitored closely including students transitioning for participation in tutoring or enrichment activities.

3. The Providers will verify parent or guardian student pick-up by checking the parent or guardian photo identification daily for the first four weeks of program services, then again for the first four weeks of a New Facilitator's employment.

Notice must be given to parents informing them that a new facilitator will be starting on a given date, the person's name and that photo identifications will be checked for four weeks so that he/she becomes familiar with who is signing students out. A copy of this notice will be sent to the SEDP Director and Coordinator prior to the new facilitator's first day on the site.

4. The Providers must ensure that District teachers and other approved personnel are signing students out, when they are taken for speech services or tutoring, and signing them back in, when the student is returning to the after-school services. The Providers are to report to the SEDP Coordinator any issues concerning implementation of this practice by email.

5. The Providers will ensure that a minimum of two (2) staff persons shall always be on duty during the operation of the program at each site. If average daily attendance at the site exceeds 50 participating students, additional staff shall be added to maintain a 25:1 student to staff ratio. A 22:1 ratio shall be maintained for kindergarten students.

6. The Providers will accurately record daily attendance reporting records utilizing the District’s digital platforms or systems. Attendance records are due daily, prior to the end of the program day, to observe the COVID-19 contact tracing protocols. Once the COVID-19 protocol requirements are lifted, the Providers will return to weekly submissions of attendance due every Monday by 10:00 am after verification of records using the SEDP Attendance Checklist (see Attachment F - SEDP Attendance Report). The District will notify the Providers about a return to weekly attendance submission. Failure will be documented for evaluation.

7. Provider shall document and report to the District's SEDP Director and Coordinator, any incident occurring
during the program which affects the safety or welfare of a student(s). Incidents that involve the following must be reported within 24 hours of occurrence to the SEDP Director and Coordinator: accidents, calls to fire/police department, threats, sexual harassment, student suspended services or program expulsion, student taken without signing out by unauthorized individual, and actual Lock Downs & Lock Outs. If in doubt about whether to report or not, call the SEDP Director for guidance. Incidents must be reported using the Critical Incident Report (CIR) (see Attachment G - Critical Incident Report). The CIR should be emailed to the campus principal and SEDP Director within 24 hours. The school principal and SEDP Director should be informed of any parent communication regarding the incident.

8. Transportation of students provided by the Providers must have prior written consent by the District and must be arranged through the school office, four weeks in advance of field experience.

9. The Provider applications should include information on photo identifications and notification to the Providers regarding changes in student pick-up authorization.

10. During COVID-19, the District’s SEDP will provide Personal Protective Equipment (PPE) i.e., disposable masks, gloves, hand sanitizer, and disinfectant spray and towels for table clean-up. The tabletop surfaces should be wiped in any of the SEDP program locations at the end of the program.

Standard 1.2 The program has guidelines and procedures to identify and respond to potential and unforeseen emergencies and hazards.

1. Providers must ensure that all Provider staff working the after-school program receive the District’s Multi-Hazard Emergency Operations Plan (MEOP) training and that they observe the procedures in the event of a crisis. The MEOP ensures the health, safety and welfare of students and staff in the event of an emergency. A District-trained Police Officer will provide training on Emergency Procedures and Critical Incidence Quick Guide to the Provider’s staff. The SEDP Director and Coordinator will maintain a sign-in for Provider’s staff that have obtained the training.

2. The District will provide copies of the Emergency Operation Guide Quick Reference Flip Chart for posting and reference on emergency contacts. Providers will follow the District’s Recommendations on Weather and Air Quality Precautions, Administrative Procedures E-36 (see Attachment H - SAISD Weather and Air Quality Precautions, Administrative Procedures E-36).

**HOT WEATHER PRECAUTIONS**
Caution Level (Heat Index 90◦ -104◦F): Vigorous outdoor activity must be limited to 10 minutes. Danger Level (Heat Index of 105◦F or higher): Students must always remain indoors.

During either Caution or Danger Level conditions, the following precautions shall be taken:
- Allow students to drink plenty of water before, during and after outdoor physical activity;
- Limit direct exposure to the sun;
- Never have students sitting on the asphalt area; and
- Monitor the temperature of playground equipment.

**COLD WEATHER PRECAUTIONS**
Caution Level (Wind Chill 39° or below)

During Caution Level conditions, the following must be taken:
- When outdoors, students should dress accordingly;
- Indoor activities are recommended; and
- Avoid outdoor exposure and exposure to wind if possible.

**AIR QUALITY ALERTS REQUIREMENTS**
On any day that has been designated an Air Quality Action Day, certain precautions must be taken. Students with acute or chronic respiratory conditions should attempt to avoid exposure by minimizing exertion outdoors between the hours of 12:00PM and 7:00PM. Campuses must follow a student's health care provider's recommendations for physical activity, if such a recommendation is available. All elementary age students (whether they have a health condition or not) must minimize exertion outdoors between the hours of 12:00PM and 7:00PM.
3. The Providers will inform the SEDP Director and Coordinator of all new hires. The District will coordinate a make-up date for new hires to obtain the training on Emergency Procedures and Critical Incidence Quick Guide to the Provider’s staff.

4. The Providers will ensure that all sites have operational walkie talkies for all staff members to allow for easy location of students for dismissal. Parents/designated adults are not allowed to wander the building looking for students.

5. The Providers must ensure appropriate signage is posted outside the main entrance and pick-up locations informing parents about program times, pick-up protocols including identification requirements and any changes to pick-up locations due to PTA, meetings, programs, rehearsals and the like. Signage should also be available to inform teachers and organizations working with students after-school about the move in location. NO STUDENT WILL BE ALLOWED TO LEAVE WITHOUT BEING SIGNED OUT FROM SEDP.

6. The Providers will ensure that after-school sites will be staffed with at least one first aid and CPR certified employee. First aid kits must be re-stocked regularly and visible, it must accompany the group when on field trips.

7. The Providers must ensure that doors are KEPT LOCKED AT ALL TIMES and opened only by program staff. Students are not to monitor and provide access to the outside doors. During COVID-19, parents or guardians cannot enter the school building to pick up students as per safety protocols.

8. The Providers have a written plan for contacting families, guardians or designated adults at every site in case of emergency and will send requests for any contact information corrections at least every nine weeks.

9. The Site staff are aware of youths with food allergies, physical impediments, and medical issues. The administration and security of medications follows recommended practices and written policy, Administrative Procedure F-20 (see Attachment I - Medication At School Administrative Procedure F-20).

**Standard 1.3 the program's indoor and outdoor space meets the physical, social and emotional needs of youth.**

1. The space is clean and meets local safety and health codes. During COVID-19, observe the safety protocols.

2. The District shall provide a site facility for each program location, to include adequate space for program participants and activities and space for storage of program equipment. The parties understand and agree that facilities may vary, depending on availability at each site and may include the cafeteria, a portable building, gymnasium, classrooms, computer labs, the library or any other suitable location as determined by the District.

4. The District will ensure access to clean restrooms and water to meet the needs of youth and staff. During COVID-19 the Providers will observe safety protocols restroom breaks and water bottle use. The Provider registration should include a request for a student refillable water bottle.

5. The District’s Campus Principal will provide a mailbox for the Site Facilitator to facilitate access to campus and District communication such as flyers or notices. The Site Facilitator will receive a school calendar either through the campus Website or in print reflecting campus activities.

6. The District will provide any athletic equipment to implement any specialized after-school physical activity programs.

**Standard 1.4 The program creates and sustains an environment that promotes healthy eating habits.**

1. The District shall be responsible for providing snacks, in cooperation with the United States Department of Agriculture (USDA) Free Snack Program, for all schools that qualify. Expired food and food lacking nutritional value shall not be permitted. The Providers shall be responsible for ensuring that the (SEDP) staff, serve the snack in accordance with USDA and District guidelines. Providers will maintain accurate documentation for the number of snacks being distributed daily in accordance with District standards, this documentation must be submitted to district personnel for auditing purposes. The Provider will implement additional nutrition programs such as Share Tables. During COVID-19 the Providers will observe the safety protocols which may suspend offerings such as Share Tables.
2. The Provider shall be responsible for inquiring if a special diet is needed when registering the student into the after-school challenge program. The Provider will remind the parent to complete a Special Diet Request Form for any student with a medical disability or a medical condition requiring special dietary accommodations. The SAISD Child Nutrition Services (CNS) Department follows federal and state guidelines and will make every attempt to reasonably accommodate students with special dietary needs. A Special Diet Request Form MUST be completed for EVERY school year. (*See Attachment J – Special Diet Request Form*)

3. Recreation shall be structured with a focus on adult-guided activities to promote fair play, physical mobility and skills that will enable students to transfer learned skills to sports, dance, and like activities. Playground structures will not be used.

Category 2. Staff Management policies and procedures that benefit youth and emphasize hiring and retaining qualified staff as part of their program implementation strategy,

**Standard 2.1 The program is guided by clearly written policy and procedures of administration/or staff.**

1. The Provider must provide to the District SEDP Director and Coordinator an agency handbook and a parent handbook (in English and Spanish) pertaining to the after-school program participation before the first workday in August.

2. The Provider will provide to the District’s SEDP a list of employees, training dates with agendas, copies of required certifications and deadlines for the completion of these trainings. The SEDP Provider will ensure that staff receive orientation training prior to working with youth. All documentation will be submitted via District digital platforms or systems.

3. The Provider will email the SEDP Director and Coordinator a "Monthly Calendar of Events" for all sites, three weeks prior to the beginning of the month, for publication to parents and on the District websites.

4. The Provider will provide the SEDP Director and Coordinator with photographs of special events for publication in the District websites. Students must have a signed release allowing them to be in videos or photographs taken by the Provider, District, and City, when they register for the program. Site personnel should have this information on hand when asked to ensure that violations do not occur.

5. The Providers will meet with the SEDP Director and Coordinator once per month to discuss program progress monitoring, curriculum implementation, program protocols and documentation, and program events. Twice per academic year, a video conference will be held with Provider Site Facilitators and SEDP Director and Coordinator, for a maximum of two hours per year, for continuing improvement feedback and planning. A scheduled calendar of training dates will be provided by the District.

**Standard 2.2 Staff recruitment, hiring and retention policies and practices are well defined and support program goals.**

1. The Provider will submit their procedure for hiring employees to fill vacancies.

2. The Provider will submit procedures for making certain that student/adult ratios are in compliance when an employee calls in an absence.

3. The Provider will provide the District with the procedure or process used by the agency in managing a complaint made about an employee. The District’s SEDP Director should be made aware of any complaints about employees within 24 hours.

4. The Provider will ensure District employees are given priority in staffing the program to support extended learning school day programming and ensure access to District digital instructional platforms. A flyer detailing job description, salary, hours of operation, sites and details for applying, along with deadlines for submission, will be distributed to campus District employees in the first week of May. The Provider will submit the flyer to the SEDP Director and Coordinator for posting on the District Website.

5. All program personnel and volunteers hired by the Provider shall be subject to mutually appropriate standards to ensure
the safety and welfare of students, including a criminal history background and mandated fingerprint check.

6. The Provider warrants that anyone employed in the program is duly trained and competent to provide the services contemplated hereunder. Priority hiring of teachers, instructional assistants and staff that speak English and Spanish is preferred. The provider will need to provide documentation of New Hire Formal Training in the form of the training date(s), sign-in sheet, agenda of the training that was conducted and any certificate of completion to the SEDP Director and Coordinator. All new staff will be reported to the SEDP Director and Coordinator prior to their first day of work, including their title, site, and start date. **All employees that are released will be reported to the SEDP Director along with a reason for dismissal and a contact number and address where they may be reached so the District can issue an evaluation to satisfy the standard "retention of qualified trained personnel."**

7. All program personnel and volunteers, while providing services in the program at a District facility, shall be under the direct supervision of the designated facilitator, designee or Provider. The District will report concerns and non-compliance issues to Providers and site facilitators. These issues will be documented along with the Providers' responses, for corrective action. Documentation will be used for program evaluation purposes.

8. The Provider will create a program policy handbook for site staff to guide program operations and management, which are reviewed and updated on a yearly basis and reviewed when training staff. The Provider will provide a copy of the updated agency policy handbook for audit purposes prior to the beginning of the academic year.

9. The Provider will submit to the District **job descriptions for all employee positions, resumes for all Administrative Staff that includes their educational background and experience and a copy of a blank job application. A salary scale for all employees and years of experience with the Provider must be provided. Please indicate if they work or have worked for SAISD and in what capacity.**

10. The Provider will ensure that all after-school staff have identifiable employee identifications in the form of a photo ID or name tag on a lanyard. This form of identification should be worn on a daily basis.

**Standard 2.3 The program provides ongoing professional development and support staff that encourages high quality programs.**

1. The SEDP Provider will provide to the District, a list of training dates, required certifications and deadlines for the completion of these trainings, that will be offered to their employees. A list of employees with completion of training will be submitted to the SEDP Director and Coordinator on a semi-annual basis due in December and May to ensure updated information.

2. The Providers will provide positive working conditions where staff is consistently treated with respect and recognized for their achievements. Staff will be included in providing input on how to improve the quality of the program at their site. Staff will be provided with the support and training they need when dealing with challenging students and adults.

4. The Providers and SEDP monitors and staff will keep frontline staff informed of concerns that involve their site when reported. If the SEDP monitor or staff is at the site and is aware of a safety concern, the SEDP monitor or staff will address it immediately to the site facilitator. All other program issues will be referred to the Provider supervisors.

5. The Providers will ensure that after school program staff has received training on District curriculum and agency supplemental curriculum through a variety of training formats including, but not limited to in-person training, asynchronous on-demand training, or web conferencing.

**CATEGORY 3: Programming and Activities- a high quality program provides a variety of activities that support the cognitive, social emotional and physical development of all participants.**

**Standard 3.1 Program activities offered demonstrate intentional planning.**

**Standard 3.2 The Program, implements activities with fidelity and best practices in youth development and instruction.**
1. The Provider and District agree to jointly operate the after school program to provide a robust educational and recreational opportunity for District students enrolled in SAISD After-school Challenge Program. The District will provide a standards-based curriculum, digital educational applications, grade-level activity booklets, Extended Day Book Club, and Science, Technology, Engineering, Art, Math (STEAM) Friday activities, and other programs to support alignment to district academic and enrichment goals and objectives. An SEDP digital yearly calendar at-a-glance will be provided at the beginning of the academic year and will be further populated with specific activity information on a monthly basis. The calendar will be posted to the District website and should be printed and posted at each site location that can be viewed by parents and teachers.

2. The Provider will provide a supplemental curriculum with monthly activities that offer an enhancement and enrichment to the District curriculum. The Provider supplement curriculum should be in the form of a monthly calendar that will be linked to the District calendar so as to incorporate all activities that promote national holiday celebrations.

3. The District SEDP will provide Providers with a standard daily schedule to ensure all program components are met for auditing purposes (see Attachment K - SAISD Extended Day Program Daily Schedule). The schedule will be adjusted to reflect COVID-19 program implementation.

4. The Provider will implement the District’s SEDP Curriculum. One hour must be dedicated to academic services including homework assistance and reading followed by extension activities that meet the District's high stake STAAR Test and TEKS requirements. Adjustments should be made to ensure that young students with early literacy skills engage in adult or peer-run read-alouds or digital e-book read-alouds. Students without homework should be provided with the SEDP Activity Book or allowed to use an online District adaptive curriculum for Reading or Math. The SEDP Director and Coordinator should be informed if students in a school consistently have no homework assignments. The components of the program include:
   - A safe and supportive environment for students to study, socialize, and interact
   - Homework/tutorial assistance in core subjects to support student achievement
   - An opportunity to acquire skills of lifetime recreational sports for leisure time enjoyment
   - District Curriculum Calendar Program Activities
   - STEM Fridays
   - A nutritional snack and meal administered meeting federal requirements
   - Program progress monitoring
   - Parent Engagement
   - Agency Supplemental Enrichment Curriculum Activities
   - Social Emotional Learning Activities

Standard 3.3 The program has measurable goals and objectives which are aligned with the (mission of the program and activity objective.)

1. The Provider will provide the District a copy of the evaluation and program monitoring forms used to collect data that support the program outcomes and performance measures including: average daily attendance, student achievement in reading, number of students passing to the next grade level, and percent of students passing STAAR Reading test in 3rd, 5th, and 8th grade. The Provider will share this data at the SEDP Provider monthly meeting. The District SEDP will use a progress monitoring system to collect onsite data on program implementation. This information will be shared with Providers at the monthly meetings.

2. The SEDP Director and Coordinator will work to ensure that District’s goals for the program provide:
   - Introductory STEM/STEAM Programming;
   - Reading for pleasure every day;
   - Site facilitation and analytics;
   - Expanded instructional resources and facilities (computer lab and library, as available);
   - Continuity of provider program practices (safety, schedules, sign-in, etc.);

The SEDP Monitors will collaborate with the Providers to ensure program fidelity. The SEDP Coordinator will provide monitoring form results to the Provider on a weekly basis. The information will be available digitally.
CATEGORY 4: A high quality program allows all youth to thrive in the program, with the recognition of differences in youth abilities, family structure, cultural background and economic resources.

*Standard 4.1 The policies, practices and philosophy of the program are inclusive and support the diversity of youth, families and staff.*

1. Provider and SEDP are committed to understanding, valuing and respecting the backgrounds and experiences of the youth, families and communities served.

2. Provider and SEDP will communicate (written and non-written) in the dominant languages of the communities served to the best of their abilities. Program registration applications, flyers, etc. shall be provided in both English and Spanish.

CATEGORY 5: A high quality program provides opportunities for meaningful family participation and actively engages with other community organizations.

*Standard 5.3 The program works with community partners to leverage resources and support for the youth and families served.*

1. The District SEDP Coordinator will collaborate with the Adult & Community Education Department to obtain information about Adult Education Classes, GED Test, HiSet Test, etc. to be shared with the after school program staff for dissemination to parents.

2. The SEDP Coordinator will collaborate with the Office of Family & Community Engagement Department to obtain information on Parent Workshops & Webinars, Social Services Resources, etc. to share with the after school program staff for dissemination to parents.

CATEGORY 6: A high quality program supports diverse interaction among youth and creates an environment to develop and maintain positive relationships which consistently promotes positive social interactions among youth, staff and the community.

*Standard 6.1 Staff-Youth Interactions: Staff develop positive relationships with youth through caring, supportive and consistent engagement and interactions.*

1. The Provider and the District SEDP staff are committed to consistently demonstrate courtesy, respect, patience, support and acceptance when working with youth and modeling these behaviors.

2. The Provider and the District SEDP staff will use appropriate techniques to encourage positive behavior and responsible choices among youth in support of social, emotional learning. The Provider will provide the District a copy of the practices used for positive behavior including after school program rules and procedures.

*Standard 6.2 Youth-Youth Interactions: Youth interact with each other in positive, age-appropriate ways.*

1. The Provider staff ensures that youth interactions with each other are respectful. Staff will use positive techniques of guidance, including redirecting students who may be disrespectful.

*Standard 6.3 Staff-Staff Interactions: Staff interact with each other in a positive and professional manner.*

1. Provider and SEDP staff interactions with each other are respectful and supportive.

2. Provider and SEDP staff communicate with each other in ways that model respectful interactions.

*Standard 6.4 Social Environment: The program creates a safe, supportive environment where positive interactions are consistently encouraged.*

1. The Provider will ensure after school staff meet the SEDP Handbook guidelines. There is a zero-tolerance policy for any act that causes physical or emotional harm to a student or staff member. Racial slurs or excessive disrespect to the
staff or other students will not be tolerated and may result in suspension or removal from the program.

2. Any aggressive behavior will be addressed immediately by the Provider staff. All incidents involving aggressive acts towards students and/or staff will be documented in writing and signed by the parent/guardian. The parent/guardian will receive a copy. Incidents must be reported using the Critical Incident Report (CIR) (see Attachment G - Critical Incident Report). Any aggressive act that results in injury to another student or staff member or is chronic, will result in suspension from the program.

3. The Provider staff should consistently have positive communication with students enrolled in the After-School Challenge Program that foster problem solving and positive behavior.

**PRE-K PROGRAM EXPANSION**

Should there be a need to expand services to the following campuses to include PreK4 year old students. The Provider must: 1) be licensed by the Texas Certification of Family and Protective Services; 2) serve as the Child Care Service (CCS) vendor for PreK4; and 3) must offer the PreK4 service in addition to the upper grades for these campuses. The Provider must meet this criteria to be awarded these schools.

<table>
<thead>
<tr>
<th>Campuses</th>
<th>Grade Level Service</th>
<th>Child Care Service Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Learning Academy Baskin Elementary Bonham Academy Carvajal Elementary Lamar Elementary Hawthorne Academy Neal Elementary Pershing Elementary Rodriguez Montessori Steele Montessori Twain Dual Language</td>
<td>PreK-4</td>
<td>The Provider (vendor) will support parents apply for the Child Care Service (CCS) to meet the cost for PreK-4 services.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Provider will manage all services for PreK-4.</td>
</tr>
</tbody>
</table>

**EVALUATION**

1. The Provider and District agree that they are both committed to monitoring and continually evaluating and improving the SAISD Extended Day Program. The Provider agrees to distribute and collect District approved questionnaires from students, parents, and staff, as a means of identifying possible improvements in the program, twice a year (December and May).

2. The Provider will submit to the District, an internal evaluation form used to evaluate their program at each site, as well as, the frequency as to when these evaluations occur.

**REGISTRATION**

1. Participation in the SAISD Extended Day Program shall be made available to any District student attending the campus where the program is being offered. Permission for participation must be obtained from parent, guardian or other person with lawful authority, under court order on an authorized District permission form, with an appropriate release of student records provision. At a minimum, students must be in Kindergarten and 5 years old, as of September 1, 2021 of the participating school year. Program Providers cannot enroll PK students (three and four year olds) unless the school is offering a PK program that is run by a certified PK Provider agency.
2. The Provider agrees to distribute and collect completed participants' applications provided by the city and any other pertinent documents in their entirety for the duration of the Program.

3. The Provider will register students for the program and collect applicable fees. Fees will be submitted to the District Finance Department, Rene Valdez or designee, no later than the first Monday in November, and by the first Friday in January. The remainder of fees will be collected the last Friday in May.

4. The Provider must email the SEDP Coordinator the number of students registered as well as, the dollar amount of registration fees collected, based on the City of San Antonio Sliding Scale (see Attachment L) at the end of each month.

5. The District SEDP and Providers will collect data on parents interested in registering their students in the After-School Challenge Program. This information will be shared with the Provider and SEDP.

6. The SEDP Provider will recruit students for the campus programs and organize campus meetings with participants' parents and campus staff. The Provider will submit a student recruitment plan.

7. The District SEDP will be opened to students from other locations in the event of transfers, relocations, etc. if they are transferring from another ISD or within SAISD.

TERMINATION OF SERVICES

1. The District and/or Provider may terminate this Agreement for convenience and/or if the funding to make payment obligations hereunder is not appropriated or is otherwise not received by the District. In this event, both parties agree to provide a minimum of thirty (30) days advance written notice, but in no event shall the effective date of such termination be beyond a date after funding has depleted.

2. In the event of termination, the Provider agrees to cooperate with the District in closing the Program at applicable sites and transferring documents and responsibilities to entities designated by the District.

3. The District shall retain ownership of equipment, materials and other property obtained with funds hereunder (hereinafter "Program equipment"), and the Provider shall relinquish possession of program equipment upon termination of this Agreement. The Provider shall safeguard, maintain and inventory program equipment and promptly report to District's site designee the occurrence of any stolen, missing, damaged or destroyed program equipment and coordinate District's Fixed Asset Department located at 545 S WW White Road, San Antonio, Texas 78220, phone# 210-224-4886.

OTHER AGREEMENTS

1. Provider agrees to maintain Workers Compensation Insurance for all staff of the SEDP. The District agrees to reimburse Provider for the cost of Workers Compensation Insurance related to individuals contributing 100% of their time and effort to the SAISD Extended Day Program, and Workers Compensation costs related to other individuals contributing less than 100% will be prorated on time and effort.

2. Provider agrees to maintain full and accurate records regarding: the number of participants attending each program site to include the activities planned and provided to the participants; the number of hours worked by the staff; train the staff involved; keep attendance records for participants; program-related costs and expenses incurred, equipment procured for the program and all other pertinent information regarding the program, which will benefit the parties in operating and evaluating the program.

3. No amendment, modification, and/or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and duly executed and agreed to by authorized representatives for Provider and District.
4. Any notice required hereunder to Provider shall be given by actual notice evidence by signed receipt or by U.S. certified or registered mail, return receipt requested, addressed to the signatory for Provider at the address shown on the signatures page herein. Any notice required hereunder to District shall be given by actual notice evidence by signed receipt or by U.S. certified or registered mail, return receipt requested, addressed to the following person: Superintendent of Schools, San Antonio Independent School District, 141 Lavaca, San Antonio, Texas 78210, with copy provided to: Senior Director of Educational Services Department.

ATTACHMENT (IF ANY)
Provide attachments, exhibits, etc. to be included in your solicitation.

PRICE SHEET
A Price sheet is required in your solicitation and must meet the allowable expenses due to funding sources (see Attachment M - Pricing Schedule). This will help compare pricing and streamline the evaluation process.

__________________________     _______________________     ________________________
Requestor Signature                   Print Name                                      Date

n, special education, and variety extracurricular opportunities.