

Sonora Independent School District
REQUEST FOR PROPOSAL (RFP)
No. 2223 – 1 Desktop Computers

Issue Date: February 1, 2023

Proposals shall be received by March 24, 2023

Proposals shall be delivered to:

Sonora ISD
807 S. Concho Avenue
Sonora, TX 76950

The Request for Proposal form shall be signed in ink and returned with the proposal by the stated date and time to be considered for an award.

PROPOSAL SUBMITTED BY:

(Company Name)

(Address)

(State/Zip Code)

(Typed Name of Submitter)

(Phone #) (Fax#)

(Date of Proposal Submission)

The Sonora Independent School District (SISD) is soliciting proposals (RFP) for Desktop Computers per the specifications stated elsewhere in this solicitation document. Proposals marked **RFP 2223 – 1 Desktop Computers** should be submitted to:

Sonora ISD Attn: Purchasing
807 S. Concho Avenue
Sonora, TX 76950

Proposals will be publicly opened at the above address at 2:00 pm CST, Monday, March 27, 2023. Proposals should be submitted in an envelope or box marked on the outside with the proposer's name, address in the body and RFP number (RFP No. 2223 – 1 Desktop Computers)

Proposals must be submitted in sufficient time to be received and time dated at the above address on or before the published date and time shown on the RFP.

Proposals received after the published time and date cannot be considered. Faxed Proposals will not be accepted. It is required that a digital submission in PDF format or an Excel (.xls or .xlsx) format (provided with this packet) be included with your sealed bid on a USB Flash drive or email to bids@sonoraisd.net . It is up to the sender to verify delivery.

Proposers must submit proposals with any material required by any addendum to this RFP by the time and date specified. The request for proposal form must be signed for any and all addendums. All proposals must remain open for sixty (60) days from the offer date pending acceptance by SISD.

All proposals shall be opened as soon after the deadline as is reasonably practicable. Prices will not be read at the opening because negotiations/discussions may take place and the reading of prices may adversely impact the competitive advantage afforded proposers. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but SISD's records are a matter of public record.

Scope

Provide pricing for 130 desktop computers for Sonora ISD.

Standard Terms and Conditions

The instructions below apply to and become a part of the terms and conditions of any offer:

1. Proposals should be submitted on the attached forms. Proposers are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the proposer's risk. Proposals submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive proposals.
2. The proposer should bid his/her lowest and best price, F. O. B. destination, on each item with no additional freight, handling, or destination costs. Sealed proposals shall be submitted in an opaque envelope marked on the outside with the proposer's name and address and the RFP number/name. RFPs may be submitted by U. S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or other courier or delivery service, the sealed RFP envelope, identified as described on the cover page, should be enclosed in another envelope addressed as described below. Sonora ISD will not be responsible for RFPs or related correspondence that are missent, misdelivered, or misplaced. The date/time record of SISD Administration Staff will be the official time of receipt. Proposals must be submitted in sufficient time to be received and date/time stamped at the SISD Administration Building on or before the published offer date and time shown on the RFP. Proposals received after the published time and date cannot be considered. RFPs which are opened prior to the RFP opening because of failure to comply with the above addressing and identification criteria will not be considered and will not be returned. Faxed Proposals will not be accepted. Proposals may be delivered in person or address to:

Sonora ISD
807 S. Concho Avenue
Sonora, TX 76950

- A. If delivery and shipping quantities affect a unit proposed price, an alternate proposal may be made so as to indicate "price break" quantities in order for SISD to determine maximum economic benefits.
- B. Pricing should include packaging and transportation unless otherwise specified. All prices shall be entered on the proposal in ink or typewritten.
- C. Totals shall be entered in the "Extended Price" column of the offer, but in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.
- D. Proposers should propose their best price/delivery initially. While discussions/ negotiations may be conducted, award may be made without discussions/ negotiations; therefore, it is in the Proposer's best interests to provide his/her best price/delivery initially.

- E. SISD is exempt from federal excise taxes, state sales taxes, and local sales and use taxes. Tax Exemption Certificates will be furnished upon request. Do not include taxes in your RFP prices.
 - F. Failure to sign the offer will disqualify it. The person signing the RFP should show the title that gives the authority to bind the firm to a contract. By such signature, Proposer agrees to abide by the terms, conditions, and specifications embodied in the Request.
 - G. Proposer must be willing to accept a SISD purchase order.
3. Any explanation desired by any regarding the meaning or interpretation of these instructions or any other offer documents must be requested in writing to karen.evans@sonoraisd.net with sufficient time allowed for a reply to reach proposers before the submission of their proposals. Oral explanations or instructions will not be binding. Any information given to a prospective proposer will be furnished to all prospective Proposers as an amendment to the RFP if such information is necessary to Proposers in submitting Proposals or if the lack of such information would be prejudicial to uninformed Proposers. Any errors, omissions, or corrections needed in the specifications shall be made known as soon as possible to greta.ramsdell@sonoraisd.net.
 4. Each Proposer shall furnish the information required by the RFP documents. The Proposer shall sign all forms and notifications listed in the form checklist and return them with the offer. The person signing the documents must initial erasures or other changes. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to SISD.
 5. Delivery of equipment must be by May 1st. The vendor will keep SISD advised on the status of the order. If delivery delays are foreseen, the vendor will give written notice to the school district. Installation of equipment will be completed by May 31st.
 6. Delivery of the items purchased in good condition will be the vendor's responsibility. The receipt of replacement items will not be delayed or to be contingent upon any claims adjustments by the carrier.
 7. Delivery will be made during normal working hours unless prior approval has been obtained. Please note that SISD is closed on Fridays during the summer months and will not accept any deliveries.
 8. All items are subject to inspection and returned at the expense of the vendor if found to be damaged or inferior to the items as specified in the offer.
 9. All times are with a unit price.
 10. Offer prices are firm for a period of 60 days from the RFP opening date.

11. Any catalog, brand name, or manufacturer's reference used in the request is descriptive and not restrictive, unless indicated in the request. It indicates a type and quality desired. Brands of like nature and quality will be considered. If the item has specifications that differ from those requested, indicate that the specifications are different and list the specifications of the item. The absence of a written list of specification deviations at the time of submission of the proposal will hold the Proposer strictly accountable to the District to the specifications written. Any deviations from the specifications as written not previously submitted, as required above, will be grounds for rejection of the goods when delivered.
12. Items are expected to be new.
13. SISD reserves the right to purchase additional items as listed on this offer subject to the verification of the same or lower prices and conditions as RFP.
14. Under Competitive Sealed Proposals, Requests for Catalog Proposals, and Requests for Proposals (RFP's) changes in the nature of an offer, and in prices, may be negotiated after Proposals are opened. SISD will obtain the best services, best prices and the best interests for the district.
15. During the evaluation process prior to award of the offer, the negotiation process allows modification and alteration of both content and price.
16. SISD, by requesting Proposals, does not accept any responsibility or obligation for costs incurred by Proposers in preparation and/or submission of Proposals.
17. All Proposals shall be deemed final, conclusive, and irrevocable, and no offer shall be subject to correction or amended for errors or miscalculation by the Proposer after the deadline for the Request.
18. Proposals may be modified or withdrawn by written or telegraphic notice received by SISD prior to the exact hour and date specified for receipt of Proposals. An offer may also be withdrawn in person by a Proposer or his/her authorized representative prior to the offer deadline, provided the Proposer's identity is made known and he/she signs a receipt for the offer.
19. The Sonora Independent School District reserves the right to accept or reject any, all, or any part of an offer. Sonora ISD will pick and choose items from different vendors in order to obtain the best prices. A vendor may specify that prices are subject to an "all or none" restriction; however, this restriction may cause the RFP to be rejected. The SISD also reserves the right to waive minor technicalities or formalities considered in its best interest.
20. This agreement will be construed and governed according to the laws of the State of Texas. Both parties agree that the venue for any litigation arising from this contract shall lie in Sutton County, Texas.

Submissions and Evaluations

1. Your RFP, in order to be considered, must include the properly executed RFP Response Form and those other items and/or attachments as specified in this RFP set.
2. Bidders may be required to furnish further evidence in writing that they maintain permanent places of business and have adequate places of business and have adequate equipment, finances, and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary warranties for items they propose to furnish.
3. Time of delivery is a part of consideration and must be stated in definite terms and must be adhered to completely.
4. Non-Collusion Certification: By signing this RFP, the bidder certifies that, to the best of his/her knowledge:
 - A. Neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this RFP invitation.
 - B. This RFP or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this RFP.
 - C. The bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to this RFP, any recommendation, decision, vote, or award related to this RFP, or the exercise of any influence of discretion concerning the sale, delivery, or performance of any product or service related to this RFP.
 - D. Neither the bidder, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this RFP, and this RFP or proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder, competitor, or potential competitor prior to the opening of RFPs or proposals for this project.
 - E. No attempt has been or will be made to induce any other person or entity to submit or to not submit an RFP or proposal.
5. If Board action is required, the Board of Trustees for the District is expected to take action on this RFP during an upcoming Board meeting. If awarded, the successful Proposer will receive a notification of acceptance, which when received by the Proposer results in a binding contract without further action by either party.
6. Submissions will include the following items:

Form/Sheet:

	Respondent Initials	SISD Review
Proposal Form		
Pricing Sheet (Provided by Bidder)		
Felony Conviction Notice		
Affidavit of Non-Discriminatory Employment		
Certificate of Residency		
Statement of Non-Collusion		
Disclosure of Interested Parties – Form 1295		
EDGAR Certifications		
Conflict of Interest Questionnaire		
Certification & Verification Regarding Terrorist Organizations and Boycotting of Israel		
W-9		

7. In selection of the vendor(s), Sonora ISD will evaluate this RFP according to the criteria point system designated below, per Texas Education Code 44.031(b). SISD reserves the right to reject all or parts of the proposal, to waive all formalities, and to accept the proposal that best meets the needs of the district.

Criteria	Max Points
1. Overall best value of eligible products and services.	25
2. Technical specifications.	15
3. Meets proposal requirements.	15
4. Working experience with school districts.	10
5. The timeline for delivery/installation upon receipt of purchase order	15
6. Support and Warranty.	10
7. Quality of Proposal	10

Technical Requirements- Minimum

- Processor
12th Gen Intel Core i7-12700 (25 MB cache, 12 cores, 20 threads, 2.10 GHz to 4.90 GHz Turbo, 65 W)
- Operating System
Windows 10 Pro (Windows 11 Pro license included)
- Graphics Card
Intel® Integrated Graphics
- Memory
16 GB, 2 x 8 GB, DDR4
- Hard Drive
512GB PCIe NVMe Class 35 Solid State Drive
- Microsoft Office
No Microsoft Office License included
- Security Software
No anti-virus software
- Basic Onsite Service 36 Months, 36 Month(s)
- Optical Drive
8x DVD+/-RW 9.5mm Optical Disk Drive
- Ports:
 - Front:**
 - 1 USB 3.2 Gen 2 Type-C® port
 - 1 USB 2.0 port with PowerShare
 - 1 USB 2.0 port
 - 1 USB 3.2 Gen 1 port
 - 1 Universal audio jack
 - Rear:**
 - 4 USB 3.2 Gen 1 ports
 - 2 USB 2.0 ports with Smart Power On
 - 1 RJ45 Ethernet port
 - 2 DisplayPort 1.4 ports
 - 1 Optional video port (HDMI 2.0b/DisplayPort 1.4a/VGA/USB 3.2 Gen 2 Type-C® with DisplayPort Alt mode)
 - 1 Serial/PS2 slot (optional)

Proposal Form
For
RFP No. 2223 – 1 Desktop Computers

TO: Sonora ISD

I, or we, the duly authorized undersigned, having carefully read the Standard Terms and Conditions, Submission and Evaluation Criteria, Specifications, and Offer Forms, do hereby agree to enter into a contract with SISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

GENERAL PROPOSAL SPECIFICATIONS

The instructions below apply to and become a part of the terms and conditions of any proposal:

Proposals should be submitted on the attached forms. Each proposal shall be placed in a separate envelope or box, sealed, and properly identified with the proposal title and the date to be opened.

(RFP No. 2223 – 1 Desktop Computers)

1. Proposals must be received in the SISD Administration Building at 807 S. Concho Avenue in Sonora, Texas 76950 before the date and hour specified. Late proposals will be returned unopened.
2. Faxes or other written responses to a proposal request will not be accepted.
3. Prices should include delivery Free on Board (F.O.B.) for Sonora ISD with no additional freight, handling, or destination costs.
4. Delivery will be in accordance with the dates indicated in the proposal request. If no delivery date is specified by the proposal request, the vendor will indicate the earliest date for which delivery can be assured. The vendor will keep SISD advised on the status of the order. If delivery delays are foreseen, the vendor will give written notice to the school district.
5. Delivery of the items purchased in good condition will be the vendor's responsibility. The receipt of replacement items will not be delayed or be contingent upon any claims adjustments by the carrier.
6. Delivery will be made during normal working hours unless prior approval has been obtained.

7. All items are subject to inspection and return at the expense of the vendor if found to be damaged or inferior to the items as specified in the proposal.
8. All items are proposed with a unit price.
9. Proposal prices are firm for a period of opening date, 60 days from the proposal.
10. Proposals may not be withdrawn without written approval after a contract has been signed or a purchase order executed or after a partial performance of the proposal agreement has begun.
11. Proposals not signed will be disqualified. The person signing the proposal should show the title that gives the authority to bind the firm to a contract.
12. The Sonora Independent School District is exempt from Federal Excise Taxes, State Sales Taxes, and Local Sales Taxes. Do not include taxes in your proposed prices. Tax Exemption Certificates will be furnished upon request.
13. Any catalog, brand name, or manufacturer's reference used in the proposal request is descriptive, and not restrictive. It indicates a type and quality desired. Proposals on brands of like nature and quality will be considered. If the item proposed has specifications that differ from those requested, indicate that the specifications are different and list the specifications of the item that is proposed.
14. The proposer will furnish SISD with the manufacturer's warranty or guarantee for the items proposed.
15. If bidding on installation services (Specified items under 7.1), the successful proposer shall show a Certificate of Liability Insurance in at least the amount of \$1,000,000. The Sonora Independent School District shall be listed as additional insured.
16. The SISD reserves the right to purchase additional items as listed on this proposal subject to the verification of the same or lower prices and conditions as proposed.
17. Respondents to this *RFP No. 2223 – 1 Desktop Computers* are advised that Interlocal Agreements exist between Sonora ISD and the following cooperatives:
 - TASB Buy Board
 - ESC 4 - TCPN
 - ESC 8 - The Interlocal Purchasing System (TIPS)
 - ESC 14 - National Cooperative Purchasing Alliance (NCPA)
 - ESC 16 - TexBuy
 - ESC 19 - Allied States Co-op
 - ESC 20 - Purchasing Co-Op (PACE)
 - The Cooperative Purchasing Network (TCPN)
 - Texas DIR
 - Texas Multiple Award Schedule (TXMAS)

- Houston-Galveston Area Council (HGAC)
- National Joint Powers Alliance (NJPA)

18. The Sonora Independent School District reserves the right to accept or reject any, all, or any part of a proposal. The SISD will pick and choose items from different vendors in order to obtain the best prices. A vendor may specify that prices are subject to an "all or none" restriction; however, this restriction may cause the proposal to be rejected. The SISD also reserves the right to waive minor technicalities or formalities considered in its best interest.

I have read and understand the conditions of this proposal request and do hereby submit a proposal based on those conditions.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/Proposers in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any SISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with SISD's Technology personnel; or in any discussions or actions between offer/Proposers and any SISD employee, Board Trustees, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

Name of Firm _____

Firm's Address: _____

City, State and Zip code: _____

Phone #: _____

Fax#: _____

SS or Fed ID#: _____

Signature: _____ Date: _____

Specified Equipment/Services Pricing Sheet

Please provide per unit cost for all items on a pricing sheet. Even those with a quantity of zero.

Felony Conviction Notice

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

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” This notice is not required of a publicly-held Corporation. I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (Printed): _____

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

Signature of Company Official: _____

- b. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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

Name of
Felon(s): _____

Details of
Conviction(s): _____

Signature of Company
Official: _____

Affidavit of Non-Discriminatory Employment

STATE OF TEXAS
COUNTY OF _____
AFFIDAVIT

Respondent agrees to refrain from discrimination in terms and conditions of employment or any other reason based on race, color, religion, sex or national origin and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and ensure non-discriminatory employment practices.

I, _____ do swear or affirm that the statements made are complete and correct to the best of my knowledge and belief.

Print name: _____

Attested: Sworn/affirmed and subscribed before me this _____ day of _____, 20_____

Notary Public: _____ ID# _____

Date of commission expiration: _____

Signature: _____

Printed Name: _____

Title: _____

Certificate of Residency

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Sonora Independent School District to determine the residency of its offerors. In part, this law reads as follows:

Section: 2252.001

- (3) 'Non-resident proposer' refers to a person who is not a resident.
- (4) 'Resident proposer' refers to a person whose principal place of business is in the state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident proposer unless the non-resident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the non-resident's principal place of business is located."

I certify that _____

(Name of Company)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Proposer

_____ Non-resident Proposer

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

Statement of Non-Collusion

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the Sonora Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information of any special treatment or advantage relating to this proposal;

The Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

The Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Sonora Independent School District concerning this proposal on the basis of any consideration not authorized by law;

The Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal;

The Proposer further certifies and represents that Proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Sonora Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

The Proposer certifies and represents that it has not now or will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the Sonora Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

The Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

FIRM NAME _____

ADDRESS _____

TYPED NAME OF REPRESENTATIVE(S) _____

SIGNATURE OF REPRESENTATIVE(S) _____

DATE _____

Disclosure of Interested Parties

Any vendor that is to be awarded a contract with SISD that either (1) requires an action or vote by the school district before the contract may be signed, or (2) has a value of a least \$1 million, must first file FORM 1295 with the Texas Ethics Commission as per Section 2295.908 Texas Government Code. Sonora Independent School District will not issue a contract with the awarded vendor until this process has been completed and formally acknowledged by the SISD Purchasing Department.

The vendor to be awarded the contract with SISD, upon notice from the District, will need to access the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Instructions for accessing the required document from the Texas Ethics Commission website are as follows:

- Select “File Reports Electronically” from the far-left hand column.
- From the “File Reports Electronically” list, select “Form 1295 Certificate of Interested Parties Filing”.
- Next, you will need to “Log In” to create/complete your certificate¹. If you require assistance, there are links to instructional videos and a list of Frequently Asked Questions (FAQ).
- The first time you sign in to file, you will be required to set up a User ID and Password.
- When filling out the information to create the “Certificate of Interested Parties”, enter the RFP number, followed by the vendor name, in the “Contract ID Number” field.

Upon completion of the certificate, scan a copy, and email to greta.ramsdell@sonoraisd.net. Once the completed certificate has been received and verified, a purchase order will be issued.

EDGAR Certifications

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

SONORA ISD 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 SONORA ISD along with your proposal.

The following certifications and provisions are required and apply when SONORA ISD 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.

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 \$250,000, 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 SONORA ISD expends federal funds, SONORA ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? _____ 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 affected and the basis for settlement. (All contracts in excess of \$10,000).**

Pursuant to Federal Rule (B) above, when SONORA ISD expends federal funds, SONORA ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by 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. SONORA ISD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if SONORA ISD believes, in its sole discretion, that it is in the best interest of SONORA ISD to do so. Vendor will be

compensated for work performed and accepted and goods accepted by SONORA ISD as of the termination date if the contract is terminated for convenience of SONORA ISD. Any award under this procurement process is not exclusive and SONORA ISD reserves the right to purchase goods and services from other vendors when it is in SONORA ISD's best interest.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor _____

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

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

Does Vendor agree? _____ Initials of Authorized Representative of Vendor _____

- D. Davis.Bacon Act, as amended (40 U.S.C. 3141.3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non.Federal entities must include a provision for compliance with the Davis.Bacon Act (40 U.S.C. 3141. 3144, and 3146.3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non.Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non.Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti.Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non.Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when SONORA ISD 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? _____ 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 workweek 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 SONORA ISD 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 SONORA ISD resulting from this procurement process.

Does Vendor agree? _____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 SONORA ISD, the vendor certifies that during the term of an award for all contracts by SONORA ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? _____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 SONORA ISD, the vendor certifies that during the term of an award for all contracts by SONORA ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? _____ 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 SONORA ISD, the vendor certifies that during the term of an award for all contracts by SONORA ISD resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor _____

- I. Byrd Anti.Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non.Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non.Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by SONORA ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by SONORA ISD 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:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form.LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub.awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor agree? ____ Initials of Authorized Representative of Vendor_____

J. RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Vendor agree? ____ Initials of Authorized Representative of Vendor_____

K. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does Vendor agree? ____ Initials of Authorized Representative of Vendor_____

L. 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? ____ Initials of Authorized Representative of Vendor_____

M. 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? _____ Initials of Authorized Representative of Vendor _____

N. 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? _____ Initials of Authorized Representative of Vendor _____

O. PROCUREMENT OF RECOVERED MATERIALS

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor _____

P. PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does Vendor agree? _____ 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 the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ Fax Number: _____ Email _____

Address: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION & VERIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization—specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code 806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

_____ Initials of Authorized Representative of Vendor

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't Code Ch. 2270)

“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. (Tex. Gov't Code 808.00(1))

_____ Initials of Authorized Representative of Vendor

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
1 Name of vendor who has a business relationship with local governmental entity. 		
2 <input type="checkbox"/> 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. <div style="text-align: center;"> <hr style="width: 30%; margin: 0 auto;"/> Name of Officer </div>		
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. <div style="margin-left: 40px;"> 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? <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-left: 40px;"> 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? <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
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 <input type="checkbox"/> 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 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Date </div> </div>		

