

## Request for Proposal for Teacher Recruitment Services

Sealed bids will be received by the Pecos-Barstow-Toyah Independent School District at the office of MR. EDDIE RAMIREZ, CHIEF FINANCIAL OFFICER, 1302 SOUTH PARK STREET PECOS, TEXAS 79772 (432) 447-7201.

### DEADLINE

June 13, 2019 10:00 am Central  
Standard Time

### OPENING

June 13, 2019 10:15 am Central  
Standard Time

Vendors are invited to attend the solicitation opening at the office of the Chief Financial Officer

TENTATIVE      AWARD DATE

June 20, 2019

### CHIEF FINANCIAL OFFICER

Eddie Ramirez

Email: [eramirez@pbtisd.esc18.net](mailto:eramirez@pbtisd.esc18.net)



## **Solicitation Information**

### **Requirements for Return of Bids/Proposal Responses**

Respondents must submit Bids/Proposals by mail or hand delivered in a sealed envelope. Each solicitation shall be placed in a separate envelope, sealed and properly identified with the company's name, solicitation title, solicitation number and date to be opened. The District will not be held responsible for missing, lost or late mail. The District WILL NOT ACCEPT ANY E-MAIL OR FACSIMILE (FAX) ON SEALED SOLICITATIONS. Late bids will not be accepted and will be returned to the vendor unopened.

### **Terms of Contract**

1. This contract will be valid for a twelve (12) month period following the School Board award date with an option to extend for up to a six (6) month period after expiration date; unless otherwise noted on the scope of work included in these specifications. The six (6) month extension will be done in writing and will be submitted for School Board approval as needed and only after mutual agreement between the District and the awarded vendors.

### **Vendors Qualifications**

2. To qualify as a vendor for service work the following qualifications must be met:
  - A. **General Experience:** Vendor must show evidence of at least 2 years related experience, and vendor must have been in the business prior to submitting solicitation for at least 2 years. Failure to submit may be cause for disqualification.

- B. **Vendor Availability:** Vendor shall provide the district with competent staff that is readily available to answer all questions the district may have regarding submitted solicitation, post award and awarded contract.
- C. **Vendor Certification:** Vendor, when required by federal, state, local city; must provide current copies of all certifications, licenses, permits, as they apply to their field of work. Failure to submit with solicitation may be cause for disqualification of submitted bid.
- D. **Vendor Insurance:** Vendor, when required by specifications, shall provide current insurance certifications in the amounts requested by the solicitation specifications. Failure to submit with solicitation may be cause for disqualifications of submitted solicitation. No work shall commence until all insurance required have been approved by the district. The district will be furnished a certification of insurance acceptable, prior to the commencement of any work.
- E. **Payment Bond:** All service projects over 25k must meet Texas Government Code 2253.021 (a): For the protection of the subcontractors and material suppliers the awarded vendor must provide a payment bond before work commences to BISD.

#### **Quantities**

- 3. The District reserves the right to increase or decrease the number of units of each item on the basis of the unit price quoted, unless to do so will increase unit solicitation. In solicitation, stipulate whether the increase or decrease will affect solicitation price. **The solicitation prices will remain firm for twelve (12) months from date of Board Approval, unless otherwise stipulated.**

#### **Item Description**

- 4. Vendors shall submit complete data on each item contained in the solicitation. Such data shall show and identify, by manufactures number, (catalog) or other illustrations, the brand and mode on which the solicitation is based and so marked as to be identified with the solicitation item. **FAILURE TO SUBMIT THE ABOVE INFORMATION WITH SEALED SOLICITATION WILL DISQUALIFY THIS SOLICITATION.**

#### **Cash Discount**

- 5. The District considers cash discounts or discounts for prompt payment when evaluating solicitation.

#### **Purchase Order**

- 6. The District is not responsible for orders placed by individuals, without an appropriate purchase order issued by the District. The District will not make cash advances to the award vendors. Payment will be promptly made after all goods have been received and all services have been rendered by the awarded vendors.

### **Vendor Representative**

7. The successful vendor agrees to send a personal representative with binding authority for the company to the district upon request to make adjustments and/or assist with coordination of all transactions as needed.

### **Quality of Products**

8. All products must be delivered in the quality as specified, all items must be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the solicitation. No substitution in standard grades or lesser quality will be accepted. If the awarded vendor continues to deliver a lesser quality and continues not to meet the said specifications, The District will seek the following remedies: Disbarment of the vendor for up to three years, notification to the Better Business Bureau, and a negative performance would be documented in the vendor performance tracking system in the State of Texas VPTS system.

### **Determining Factors for Awards**

9. In awarding a contract, the district shall consider TEC 44.031 (b):
  - a. Purchase price.
  - b. The reputation of the vendor and of the vendor's goods and services.
  - c. The quality of the vendor's goods or services.
  - d. The extent to which the goods or services meet the district's needs.
  - e. The vendor's past relationship with the district.
  - f. The impact on the ability of the district to comply with laws relating to historically underutilized businesses.
  - g. The total long-term cost to the district to acquire the goods or services
  - h. For a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
  - i. And other relevant factors specifically list in the request for solicitation.

### **Pricing**

10. Document on the solicitation unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

### **Signing of Solicitation**

11. Failure to manually sign solicitation may disqualify it. Person signing solicitation should show title or authority to bind their firm to a contract.

### **Taxes**

12. The district is exempt from Federal Excise Tax, State Tax and Local Taxes. Do not include tax in the solicitation. If it is determined that tax was included in the solicitation it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

### **Or Equal**

13. Any catalog, brand name or manufacturer's reference used in the solicitation request is descriptive - not restrictive - it is intended to indicate type and quality desired. Other brands of like nature and quality will be considered. If offering on other than reference specifications, the solicitation document must show manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the solicitation. If vendor takes no exception to specifications of reference data, brand names, models, etc. as specified, must be furnished.

### **Samples**

14. When requested, must be furnished within five working days of the request at no cost to the district. If not destroyed in examination they will be returned to the vendor on request at the vendor's expense.

### **EEOC Guideline**

15. During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.

### **As Needed Basis**

16. Quantities shown are estimates only. They are based on prior yearly usage. Items are to be ordered "as needed" over a period of one (1) year.

### **Question of Specifications**

17. Questions regarding the requirements specified in this solicitation may be sent via e-mail **no less than seven (7) business days** before the bids/proposals are due. The District will not answer verbal questions; any responses to a prospective vendor's questions will be posted for all potential bidders to view.

### **Re-solicit**

18. The District has the right to reject all responses or re-solicit if only one solicitation is received by the "submission date" or extend the submission date by an additional two (2) weeks.

### **Records Pertaining to this Solicitation**

19. Vendor must submit a public information request through the Superintendent's office.

### **Contact with Buyer**

20. The vendor should be advised that all end users or Board Member may not communicate with any potential vendor and may only communicate with the designated buyer on any matter related to the solicitation. This includes technical questions on the Scope of Work. The buyer will not respond to the technical questions until first contacting an end user for input and concurrence and then submit an addendum to all potential vendors. A vendor should not contact any end use directly and should refer all question in writing to the designated buyer. Continued non-compliance of the requirement is ground for rejection of the solicitation. The designated buyer can be located on the 1<sup>st</sup> page of this solicitation.

### **Ethic & Conduct**

21. No person shall participate or assume a responsibility in the implementation and execution of this procedure including, but not limited to, the evaluation of solicitation and selection of contractors, when such participation of solicitation and selection of contractors, when such participation constitutes a conflict of interest as defined by law.

### **Criminal Background Checks**

22. Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors and volunteers of the Provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

### **Website Disclaimer**

23. All solicitation postings on District website are provided as an added public services and may or may not be intended for official use. Every effort has been made to provide specifications that are up to date, but information provided herein may change without notice or further posting. Any information presented on the website is subject to revision at any time and is reproduce from official documents of the Purchasing Department. Vendors are encouraged to contact the purchasing department to ensure the solicitation posting is up to date.

### **Vendor Price with Escalation**

24. Price may be increased according to the terms listed:  
Based in Consumer Price Index, Producers Price Index, or other index approve by District Purchasing Department.

The vendor must submit a written request for price increase to District Purchasing Office within 15 days of the affected price increase. The request must be address to the appropriate buyer assigned to manage the procurement. Note: Vendor shall not delay or stop deliveries pending price change approval. Price increase requests shall be supported by the appropriate index documentation from an independent and industry accepted market report.

A price increase from your supplier alone is not sufficient documentation. District will respond within 15 calendar day of the request receipt date by:

1. Granting the request
2. Reassigning the item(s) to another awarded vendor
3. Re-solicit the item(s); or taking any other action deemed in the best interest to District. Price decreases will be accepted at any time during the contract period.

The allowable percent increase change shall be calculated as follows:

$(B-A)/A \times 100\% = \text{Percent of allowable price increase}$

A = Index from the month of the original solicitation or the month of the last approval price increase B = Current and/or latest baseline index

The resulting percent shall be rounded to the nearest one-hundredth of one percent and shall be the maximum adjustment permitted. The Consumer Price Index (CPI) or Producer Price Index (PPI) used will be for the industry of the specific items listed in the solicitation. At the sole Discretion of District, multiple CPI's or PPI's may be used for various items in the same solicitation.

### **Purchasing Ethics**

25. It is not our practice to solicit any type of gifts, favors, or sample of products (samples only if the bid specification call for). If any employee implies this to you or your company please feel free to inform the Chief Financial Officer at (432) 447-7201

### **Termination**

26. Pecos-Barstow-Toyah Independent School District may, in its sole discretion, terminate this Contract upon thirty (30) days' written notice to Contractor. Such Notice may be provided by facsimile, email or certified mail, return receipt requested and is effective upon Contractor's receipt. This agreement can also be canceled without notice for the following reason:
  - a. Failure of contractor to adhere to hourly rates or pricing as bid.
  - b. Contractor's failure to timely respond to service requests.
  - c. Not complying with the contract specifications.



### **Subcontracting Program HUBs Good Faith Effort**

27. PBT ISD at times is required to make a good faith effort to assist Historically Underutilized Businesses (HUBs). The goal of this program is to promote fair and competitive business opportunities for all businesses contracting with PBT ISD. Vendors please submit your HUB certification with solicitation.

### **Applicable Law; Venue**

28. This solicitation shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this solicitation or a contract created by said solicitation shall be fixed in any court of competent jurisdiction of Reeves County, Texas.

### **Solicitation Type**

29. If the solicitation is a Request for Qualifications (RFQ) please disregard all verbiage noting cost or pricing on this solicitation document. The RFQ process will follow the “Professional Services Procurement Act” as stated under chapter 2254 of the Texas Government Code.

If the solicitation is a Construction Project the process will follow “Contracting and Delivery Procedures for Construction Projects” under chapter 2269 of the Texas Government Code.

The Pecos-Barstow-Toyah Independent School District reserves the right to reject any/or all solicitation and to make awards as they may appear to be advantageous to the School District, to hold solicitation for 120 days from submission date without action, and to waive all formalities in solicitation. The vendor must indicate "all or none" in the solicitation if the above-stated condition is not acceptable.

**Vendor must provide Federal Identification Number and/or Social Security Number in order to be considered as a qualified vendor.**

PBT ISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

**Pecos-Barstow-Toyah I.S.D. Vendor Certification Forms**

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**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

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**As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:**

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

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

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**The following provisions are required and apply when federal funds are expended by Pecos-Barstow-Toyah I.S.D. for any contract resulting from this procurement process**

- (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 federal funds are expended by Brownsville I.S.D., Pecos-Barstow-Toyah I.S.D. 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 to abide by the above?

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 federal funds are expended by PBT I.S.D., PBT 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. PBT I.S.D. also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if PBT I.S.D believes, in its sole discretion that it is in the best interest of PBT I.S.D. to do so. The vendor will be compensated for work performed and accepted and goods accepted by PBT I.S.D. as of the termination date if the contract is terminated for convenience of PBT I.S.D. Any award under this procurement process is not exclusive and PBT I.S.D. reserves the right to purchase goods and services from other vendors when it is in the best interest of PBT I.S.D.

Does vendor agree to abide by the above?

YES            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, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by PBT I.S.D. 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. 3141-3148). 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 federal funds are expended by PBT I.S.D., during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree to abide by the above?

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 federal funds are expended by PBT I.S.D., the vendor certifies that during the term of an award for all contracts by PBT I.S.D. resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree to abide by the above?

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 PBT I.S.D., the vendor certifies that during the term of an award for all contracts by PBT I.S.D. resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree to abide by the above?

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 PBT I.S.D., the vendor certifies that during the term of an award for all contracts by PBT I.S.D. resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree to abide by the above?

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 PBT I.S.D., the vendor certifies that during the term of an award for all contracts by PBT I.S.D. 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 to abide by the above?

YES            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 PBT I.S.D., the vendor certifies that during the term and after the awarded term of an award for all contracts by PBT I.S.D. 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:

- a. 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.
- b. 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.

- c. 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 to abide by the above?

YES            Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS  
– 2 CFR § 200.333**

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When federal funds are expended by PBT I.S.D. for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR

§ 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES

Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS**

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS,**

**AND**

**CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

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When federal funds are expended by PBT I.S.D. for any contract resulting from this procurement process in excess of \$100,000, 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 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES

Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by PBT I.S.D. for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94- 163, 89 Stat. 871).

Does vendor agree? YES

Initials of Authorized Representative of vendor



**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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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

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES

Initials of Authorized Representative of vendor

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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.

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:

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**CERTIFICATION OF NO ISRAEL BOYCOTT**

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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. (Texas 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes. (Texas Gov't Code §808.001(1)).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Printed Company Name and Vendor Name:

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Signature of Authorized Representative:

\_\_Date:

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**CERTIFICATION OF NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION**

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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).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Printed Company Name and Vendor Name:

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Signature of Authorized Representative:

\_\_Date:

## **Instructions for the Conflict of Interest Questionnaire**

Section 176.006 requires disclosure of a person's "affiliations or business relations that might cause a conflict of interest." The term "affiliation" is not defined in Chapter 176. However, the general definition of the word "affiliation" would mean any association or connection. So any affiliation, including such things as friendship, membership in some group or organization, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict of Interest Questionnaire (each number corresponds with the number on Form CIQ).

1. Name of person doing business with the District. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with PBT ISD must complete the form. Also state company name.
2. Check the box if you are filing an update to a previously filed questionnaire. Updates are required by law by September 1 of each year in which the person submits a Solicitation, or begins contract discussions or negotiations with the District. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a PBT ISD employee or school board member who may make recommendations to the District regarding expenditures of money. Name the District employee or school board member with whom you have a relationship; if there is no relationship in question, state "NONE" . Answer questions A, B, C, and D with "Yes" or "No", as applicable.

Examples:

- If your spouse, parent or child is the District of Purchasing and a solicitation is being submitted to the Purchasing Department, this relationship must be reported.
- If your spouse, parent or child is the Principal at a school and your business may sell items directly to the school. This relationship must be reported.
- If you and your spouse, parent, or child is in business with a district employee that you be making a recommendation concerning a purchase or sale transaction involving you, the relationship must be reported.
- If you employ or do business with a spouse, parent, or child of a district employee that would be making a recommendation concerning a purchase or sale transaction involving you, the relationship must be reported.
- If you are a district employee and would be making recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.
- If your neighbor is friend is a district employee that would be making a recommendation concerning a purchase or sale transaction involving you and you feel that your relationship with this employee could affect their recommendation, this relationship must be reported.
- If any other situation exists that would result in a conflict of interest, the relationship must be reported.

- If your spouse, parent, or child is a teacher that does not make recommendations concerning purchasing or sales transactions, this relationship should not be reported. If your spouse, parent, or child is a principal at a school and solicitation is being considered by a separate department such as Facilities & Planning (Construction Department) this relationship should not be reported. 4
- Signature Box: Date and Sign the form A signature is required from the person completing the form even if 'No' is entered in Box 3, A, B, C, or D.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

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 176.008(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 176.005 (a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
 Name of Officer

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

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

Yes       No

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

Yes       No

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

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

7.

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

Date

## **SB9 Contractor Certification Contractor Employees**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain certifications from their subcontractors.

The district may not obtain criminal histories for contractors: the law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contractor should contact the Texas Department of Public Safety Crime Records Services at 512-424-2474

### **Definitions:**

*Covered employees:* Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. If this box is checked I further certify that:

- a. Contractor/Subcontractor/Independent Contractor has obtained all required criminal history records information regarding its covered employee(s). None of the covered employee(s) has a disqualifying criminal history.
- b. Contractor/Subcontractor/Independent Contractor receives information that a covered employee(s) subsequently has a reported criminal history, Contractor/Subcontractor/Independent Contractor will immediately remove the covered employee(s) from contract duties and notify the District in writing within 3 business days.
- c. Upon request, Contractor/Subcontractor/Independent Contractor will provide the District with the name and any other requested information of covered employee(s)'s criminal history record information, Contractor/Subcontractor/Independent Contractor agrees to discontinue using the covered employee(s) to provide services at the District.

*Disqualifying criminal history:* Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

---

On behalf of

(Contractor/Subcontractor/Independent Contractor)

I, the undersigned authorized signatory for Contractor/Subcontractor/Independent Contractor to Certify to **PBT ISD** that: [Check

One]

None of the employee(s) of Contractor/Subcontractor/Independent Contractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor/Independent Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

Some or all of the employee(s) of Contractor/Subcontractor/Independent Contractor are *covered employees*. If this box is checked, I further certify that I understand the definitions and requirements above on section COVERED EMPLOYEE(S)

I also certify to the District on behalf of Contractor/Subcontractor/Independent Contractor had obtained certification form it Contractor/Subcontractor/Independent Contractor of compliance with Education Code, Chapter 22.

I agree to provide the District, upon request, full name(s) and any other requested information so the District may obtain mine/employee(s) history record information. I understand that the District may terminate services at any time if the District determines, at its sole discretion, that criminal history is not acceptable.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

---

Signature & Title

---

Date

**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 the services performed before the termination of 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 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 publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company:

- b. My firm is neither owned nor operated by anyone who has been convicted of a

felony: Signature of Company Official:

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

Name:

Felon(s):

Details of Conviction(s):

Signature of Company Official:

**Note: Please complete, sign, and submit this form with your solicitation or company may be disqualified**



**NON-COLLUSIVE AFFIDAVIT**

The undersigned vendor, by signing and executing this solicitation certifies and represents to the Pecos-Barstow-Toyah Independent School District that vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by |1.07 (a) (6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this solicitation: the vendor also certifies and represents that the vendor has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this solicitation: the vendor certifies and represents that vendor has neither coerced nor attempted to influence the exercise of discretion by any offer, trustee, agent or employee of the Pecos-Barstow-Toyah Independent School District concerning this solicitation on the basis of any consideration not authorized by law; the vendor also certifies and represents that vendor has not received any information not available to other vendor so as to give the undersigned a preferential advantage with respect to this solicitation; the vendor further certifies and represents that vendor has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that vendor will not in the future offer, confer, or agree to confer any pecuniary benefit of other thing of value of any officer, trustee, agent or employee of the Pecos-Barstow-Toyah Independent School District in return for the person having exercised their person's official discretion, power or duty with respect to this solicitation; the vendor certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Pecos-Barstow-Toyah Independent School District in connection with information regarding this solicitation, the submission of this solicitation, the award of this solicitation or the performance, delivery of sale pursuant to this solicitation.

**Signature of Company Official:**

**Date:**

**Print Name:**

**Note: Please complete, sign, and submit this form with your solicitation or company may be disqualified**

**AFFIDAVIT**

State of Texas  
County of Reeves

I, \_\_\_\_\_ (name) as a Trustee of the PBT I.S.D. Board of Trustees make this affidavit and herby on oath of state the following; I, or a person related to me, have a substantial interest, in a business entity, as those terms are defined in Local Government code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decisions of the board or in a real property for which it is reasonably foreseeable that the board’s action will have a special economic effect on the value of the property distinguishable from its effect on the public. ( \_\_\_\_\_ name and address of Business or description of property).

(“ I or name or relative and relationship  
(have/has a substantial interest in this business entity or real property for the following reason:

CHECK ALL THAT APPLY

- Ownership of 10 percent or more of the voting stock or shares of the business entity.
- Ownership of 10 percent or more the fair market value of the business entity.
- Ownership of \$5,000 or more of the fair market value of the business entity.
- Funds received from the business exceed 10 percent of (my, her, his) gross income for the previous year.
- Real property is involved and (I, he, she) (have, has) and equitable or Legal ownership with a fair market value of at least \$2,500.

Upon filing of this affidavit with the School Board’s Secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Local Government Section 171.006

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Title

ACKNOWLEDGEMENT

State of Texas  
County of Reeves

BEFORE ME, the undersigned authority, this day personally appeared

\_\_\_\_\_  
My commission expires:

**Note: Please complete, sign, and submit this form with your solicitation or company may be disqualified**

## **Certification of Interested Parties –Form 1295**

**Certification of Interested Parties (Form 1295- must be filled out electronically with the Texas Ethics Commission's online filing application, printed out signed, notarized and sent back with the other required documents in this solicitation).**

In 2015, the Texas Legislature adopted House Bill 1295 which added section 2252.908 of the Government Code. The law state that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity or state agency at the time the business entity submits a signed contract to the governmental or state agency. These new provisions took effect January 1, 2016.

Since the Board of Trustees will adopt approved vendor list for the advertised categories, vendors must comply with this mandate prior to doing business with Pecos-Barstow-Toyah Independent School District. Vendors submitting a sealed solicitation must also log into the Texas Ethic Commission 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have it notarized. The completed Form 1295 with the Certification filling must be filed with PBT I.S.D. and sent in with the other requires documents in this solicitation.

On the Texas Ethics Commission website there is a section of frequently asked questions available to help vendors understand this mandated process.

# CERTIFICATE OF INTERESTED PARTIES – FORM 1295

## Definitions and Instructions for Completing Form 1295

BISD 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 BISD, or its cooperative members, from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to BISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

**As a “business entity,” all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposals or contracts even if no interested parties exist.**

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:

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

Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.

Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.

The Form 1295 must be printed and then signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with BISD by including a copy of the completed/notarized form with the proposal response.

BISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the BISD receives the disclosure.

After BISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from BISD.

## Instructions to Vendors:

1. **Read these instructions,**
2. **Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),**
3. **Register and complete Form 1295 online – include the proposal number, the contract/RFP name, and a short description of the services, goods, or other property.**
4. **Print a copy of the submitted Form 1295 and have it notarized - it will have a certification # in the top right corner,**
5. **Include a copy of the completed, signed and notarized Form 1295 with the proposal response.**

## Definitions:

**Contract** means a contract between BISD and/or its cooperative members and a business entity at the time it is voted on by the BISD Board of Directors or at the time it binds the BISD, whichever is earlier, and includes an amended, extended, or renewed contract.

**Business Entity** includes an entity through which business is conducted with BISD and/or its cooperative members, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or State agency.

**Controlling Interest** means:

- 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten percent (10%);
- 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
- 3) service as an officer of a business entity that has four (4) or fewer officers, or service as one of the four (4) officers most highly compensated by a business entity that has more than four (4) officers. This section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

**Interested Party** means:

- 1) a person who has controlling interest in a business entity with whom BISD and/or its cooperative members' contracts; or
- 2) an intermediary.

**Intermediary:** a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:

- 1) receives compensation from the business entity for the person's participation;
- 2) communicates directly with the BISD and/or its cooperative members on behalf of the business entity regarding the contract; and
- 3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

**Signed** includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.

**Value** of a contract is based on the amount of consideration received or to be received by the business entity from the BISD and/or its cooperative members under the contract.

## Resources:

### Form 1295 Frequently Asked Questions:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

### Instructional Video – First Time Business User:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Lqin-Business.html>

### Instructional Video – How to Create a Certificate:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Harris County Department of Education

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 HCDE RFP No. <insert RFP No. here>

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>SAMPLE ONLY!</b>			
<b>Vendor must complete form electronically on Texas Ethics Commission's website: <a href="https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a></b>			

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

Pecos-Barstow-Toyah ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract. **Failure to submit Form 1295 will constitute disqualification of award and no Purchase Orders will be issued to entity.** This is a sample form that vendors must file electronically (vendors must fill out 1295 form using the link below).

Pecos-Barstow-Toyah ISD

Pecos-Barstow-Toyah ISD Bid #

**Deviation Form**

If your company intends to deviate from the General Terms and Conditions, item specifications or other requirements associated with this bid/proposal invitation, you must list all such deviations on this form, and provide complete detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your bid/proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your bid/proposal). PBT ISD will consider any deviation in its contract award decision, and reserves the right to accept or reject bid/proposal based upon any submitted deviation(s).

NO; Deviations

YES; Deviations

List and fully explain any deviations you are submitting:

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## Acknowledgement Form

**PLEASE MAKE SURE THAT YOU HAVE DONE THE FOLLOWING:**

- |  |     |    |
|--|-----|----|
| 1. YOU MUST COMPLETE AND RETURN THE TWO<br>(2) AFFIDAVITS AND FELONY CONVICTION<br>NOTICE.       | YES | NO |
| 2. YOU MUST INCLUDE<br>INSURANCE WITH THE BID<br>(IF REQUIRED)                                   | YES | NO |
| 3. YOU MUST INCLUDE ANY SAMPLES THAT ARE REQUIRED?   | YES | NO |
| 4. YOU MUST INCLUDE ANY STATE CERTIFICATE OR LICENSE<br>WITH THE BID (IF REQUIRED)?              | YES | NO |
| 5. YOU MUST VERIFY UNIT PRICE TO TOTAL PRICE?  | YES | NO |
| 6. YOU MUST INCLUDE A W-9 IRS FORM   | YES | NO |
| 7. YOU MUST COMPLETE AND RETURN FORM 1295<br><u>FAILURE TO SUBMIT MAY CAUSE DISQUALIFICATION</u> | YES | NO |
| 8. YOU MUST COMPLETE AND RETURN SB9<br>FORMS (ALL THAT APPLY)                                    | YES | NO |

I have read all of the specifications and general solicitation requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation. The signature below confirms that our company will enter into a binding contract with Pecos-Barstow-Toyah I.S.D. for item(s) awarded to our company.

Company Name:

Agent Name:

Print Name:

Authorized Signature:

Address:

City:

ST:

Zip Code:

Telephone: (    )

Fax: (    )

E-mail:

Federal Id#:

and/or Social Security #:

Address for Purchase Order:

Address for Payment:

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**Note: Please complete, sign, and submit this form with your solicitation or company may be disqualified**

**A. SCOPE AND INTENT**

The Pecos-Barstow-Toyah I.S.D. is issuing this Request for Proposals to solicit teacher recruitment services for the period beginning June 2019 ending May 2020.

Pecos-Barstow-Toyah ISD, hereinafter referred to as "PBTISD" or the "District", desires to solicit proposals for various firms to perform teacher recruitment services for the District.

It is the desire of the District to work through a single service company to aid the District in the recruitment of highly qualified teachers to work in the District and meet teacher staffing needs. District needs for teachers include, but are not limited to: ESL/Bilingual Certified, content certified, elementary teachers, middle school teachers, high-school teachers, and any other teachers as needed by the district.

**B. BACKGROUND**

PBTISD is located in Reeves County and has approximately 389 employees and 5 campuses.

PBTISD currently conducts their own recruitment services for teacher staffing.

**C. INSTRUCTIONS**

Please submit five (5) copies of your RFP to Mr. Eddie Ramirez, Chief Financial Officer 1032 South Park Street Pecos, Texas 79772. Request for information, must be submitted in writing seven (7) calendar days prior to opening the RFP and directed to the Business Office.

Mr. Eddie Ramirez  
Chief Financial Officer  
1302 South Park Street  
Pecos, Texas 79772

Timeline:

- Advertise: Thursday, May 30, 2019
- Advertise: Thursday, June 6, 2019
- Receive: Thursday, June 13, 2019 at 10:00am
- Open: Thursday, June 13, 2019 at 10:15am Board
- Award: Thursday, June 20, 2019

Proposals may be withdrawn at any time prior to the due date and time. Alterations made before opening time must be initialed by proposer guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn.

The undersigned agrees, if their proposal is accepted, to furnish any and all services upon the terms and conditions contained in the specifications. If the proposer fails to fulfill any

and all contractual obligations resulting from their proposal submittal, then the Uniform Commercial Code shall govern. Vendors are requested to hold proposal offers firm for period of ninety (90) days from the due date for acceptance. Should vendors specify a different time period, consideration for overall acceptance will be evaluated based on any and all factors, to ensure the interest to PBTISD, and fairness to all submittals. The District reserves the right within the Proposal Process to negotiate a best and final offer with any, one, or all proposers as necessary.

Please note the attached terms, conditions, or specifications to this solicitation. All proposals must be submitted in accordance with specifications and descriptions on the proposal sheets. The district reserves the right to accept or reject in part or in whole any and all proposals submitted, to waive any technicality, negotiate any point of contention and to award the proposal to the most responsible offer.

PBTISD will reserve the right to apply any and all criteria or procedures necessary in the evaluation process to all submittals, including, but not limited to, requesting clarifications, sample policies, or on-site demonstrations of any and all products submitted. Expenses incurred for said disclosures and/or demonstrations will be at no cost to the District. **Oral explanations are not binding.** Copies of all correspondence relevant to this assignment will be distributed to all interested participants.

**D. QUESTIONNAIRE** (failure to complete questionnaire will disqualify respondent)

General Questions

1. Will you assign one specific representative to assist PBTISD?
2. Please specify your experience in recruitment services.
3. What recruitment networks do you work with in order to draw candidates to applications?
4. What is your average timeline from being hired to delivering qualified candidates?
5. Please provide examples of school districts you have done teacher recruitment services for and their individual success with your services.
6. How many years have you been providing school districts with teacher recruitment services?
7. Describe your procedures for outreach and recruitment.
8. List any methods you use in order to measure success.
9. Where do your pool of candidates come from?
10. What distinguishes you from other teacher recruitment services?

Cost Considerations

1. Please describe all costs and charges for your services. Please elaborate on what each service includes.
2. Is there an administration fee to the district?

3. Specify all start-up, renewal, and add-on charges, even if you have referenced them in responses above.
4. Are their marketing fees or other recruitment expenses to PBTISD?

#### Other Considerations and Services

1. What other services do you offer for the PBTISD?
2. Describe your internal controls on how you will monitor your recruited teachers who begin work with PBTISD?
3. How would you describe the relationship with school districts that you provide recruitment services for?

## **References of School District clients:**

**a)** Entity's name:

Entity's address:

Contact person:

Title:Phone # :

Years of Service:

**b)** Entity's name:

Entity's address:

Contact person:

Title:Phone # :

Years of Service:

**c)** Entity's name:

Entity's address:

Contact person:

Title:Phone # :

Years of Service:

**d)** Entity's name:

Entity's address:

Contact person:

Title:Phone # :

Years of Service:

**References of Other Educational Entity Clients:**

a) Entity's name:

Entity's address:

Contact person:

Title: Phone # :

Years of Service:

b) Entity's name:

Entity's address:

Contact person:

Title: Phone # :

Years of Service:

**Indicate the number of past or current clients served by category:**

a) School Districts: -

b) Total of years of experience:

## Selection Criteria

PBT ISD reserves the right to reject any or all of the RFP, in whole or in parts; waive any informality in any RFP, and to accept the RFP which, in its discretion, is in the best interest of the District. RFPs will be carefully evaluated for effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the specifications. The contract will be awarded to the responsible consultant who submits superior qualifications based on the relative importance of the following selection criteria:

	<u>Points</u>
1. Questionnaire	50
2. References	25
3. Cost	25
Total	100

PROPOSAL SIGNATURE PAGE

I, \_\_\_\_\_, have read the standard terms and conditions.  
(Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this proposal. I fully understand the proposal specifications.

COMPANY

ADDRESS

CITY, STATE, ZIP CODE

AREA CODE/TELEPHONE

AREA CODE/FAX

E-MAIL ADDRESS

\_\_\_\_\_  
SIGNATURE    TITLE

THE PROPOSAL SIGNATURE PAGE MUST BE SIGNED AND EXECUTED BY A PERSON DULY AUTHORIZED TO LEGALLY BIND SAID COMPANY TO ANY AND ALL SPECIFICATIONS EXPRESSED AND IMPLIED AND GOVERNED BY UCC CODE OR OTHER REGULATORY AGENCY. FAILURE TO SIGN FORM WILL RESULT IN REJECTION OF PROPOSAL IN ITS ENTIRETY.

\* THIS FORM MUST BE SIGNED AND INCLUDED WITH SUBMITTAL OF PROPOSAL.