



2408-10

Apparel, Awards, Promotional Products, and Spirit Wear

Issue Date: 7/12/2024

Questions Deadline: 7/26/2024 03:00 PM (CT)

Response Deadline: 8/9/2024 03:00 PM (CT)

Contact Information

Contact: Kim Whitley

Address: Purchasing

Administration

1008 Bailey Ranch Road

Aledo, TX 76008

Phone: (817) 441-5111

Email: kwhitley@aledoisd.org

Event Information

Number: 2408-10
Title: Apparel, Awards, Promotional Products, and Spirit Wear
Type: Request for Proposal
Issue Date: 7/12/2024
Question Deadline: 7/26/2024 03:00 PM (CT)
Response Deadline: 8/9/2024 03:00 PM (CT)
Notes: Aledo Independent School District will accept Competitive Sealed Proposals for apparel, awards, promotional products, and spirit wear. Please refer to Attribute 6 for the scope of products and services included in this RFP and Attribute 7 for the scope of products and services excluded from this RFP.

WHY YOU SHOULD RESPOND: Aledo ISD is a state-funded institution and must comply with purchasing law. To that end, we buy from vendors who are under contract. If you are not under contract, we will not buy from you unless a few exceptions apply. Responding to this RFP will be the first step in being awarded a contract; therefore, we highly encourage you to respond. Award to your company is contingent upon receipt of your proposal and Aledo ISD Board approval.

THE BENEFIT TO YOU: This is your opportunity to do business with Aledo ISD. Additionally, you have the opportunity to do business with over 250 Texas school districts, provided you answer "yes" to the interlocal clauses contained in this RFP. (Please refer to Attribute 26.)

Ship To Information

Address: As specified on an Aledo ISD PO
TBD, TX 76008

Billing Information

Address: Accounts Payable Department
Administration
1008 Bailey Ranch Road
Aledo, TX 76008
Phone: 817 (441) 5111
Email: accountspayable@aledoisd.org

Bid Attachments

AISD_General_Terms_&_Conditions.pdf

Aledo ISD General Terms for Purchasing Solicitations and Contracts

[View Online](#)

W-9.pdf

W-9

[Download](#)

Conflict of Interest Questionnaire.pdf

Conflict of Interest Questionnaire

[View Online](#)

Aledo_ISD_Confidentiality_Declaration_Form.pdf

[Download](#)

Confidentiality Declaration

State of Texas Required Certifications.docx

[View Online](#)

State of Texas Certifications form

EDGAR CERTIFICATIONS, revised 11-30-2023.docx

[View Online](#)

Federal (EDGAR) certifications

Insurance Requirements for Contractors.docx

[View Online](#)

Insurance Requirements for Contractors -- refer to column applicable to maintenance

ALEDO ISD BUILDING NAMES AND ADDRESSES.xlsx

[View Online](#)

Aledo ISD facility names and locations

Requested Attachments

Brochures, price Lists, or other company information

Please refer to Attribute 17.

W-9

(Attachment required)

Please upload the current copy of your W-9 here. Refer to Attribute 28 for this requirement.

Certificate of Insurance

(Attachment required)

Please upload your certificate of insurance. Please refer to Attribute #34 for this requirement.

Conflict of Interest Questionnaire

(Attachment required)

Please upload your completed conflict of interest questionnaire. Please refer to Attribute 42 for this requirement.

Deviations

Refer to Attribute 43 for this requirement. This is required only if the Proposer has deviations they wish to submit.

State of Texas Certifications

(Attachment required)

Vendor must complete/sign/date and return the State of Texas Certifications form. Please see Attribute 44 for this requirement.

Federal (EDGAR) certifications

(Attachment required)

Complete, sign, and upload the EDGAR certifications document. Please see Attribute 45 for this requirement.

Declaration of Confidentiality

(Attachment required)

Complete and return the Declaration of Confidentiality form required in Attribute 53.

Bid Attributes

1	<p>RFP ATTRIBUTES</p> <p>There are numerous attributes contained in this RFP. Some are meant to be informational notes only, but most require a narrative answer or a selection from a list.</p> <p>We encourage you to thoroughly read all attributes to familiarize yourself with the scope and intent of the RFP. You are also encouraged to ask questions if necessary.</p> <p>All required attributes must be responded to before you will be able to submit your response.</p>
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2 COMPLETED/SIGNED DOCUMENTS REQUIRED

All vendors must legibly complete, sign, and date all required forms in the "RESPONSE ATTACHMENTS" tab for proposals to be considered responsive. All supplemental information required by the RFP must also be included in vendor's response and uploaded to the "RESPONSE ATTACHMENTS" tab.

Failure to provide complete and accurate information may disqualify the vendor's proposal.

We acknowledge and agree to comply.
(Required: Check if applicable)

3 PROPOSAL DELIVERY, PROPOSALS DEADLINE, OPENING, PROPOSAL WITHDRAWAL, AND CONTRACT AWARD PROCESS

Proposal Delivery:

Although we are legally required to accept paper submittals, we strongly encourage that vendors submit electronically. Electronic bidding will eliminate errors, unnecessary work, and reduce paper. When filing this response electronically, please do not send us a paper copy as the electronic version will prevail. If you must submit a paper response, it must be in a sealed envelope and you must write the RFP name, RFP number, and your company name on the outer envelope.

Responses and offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of the CSP, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

Proposal Deadline:

Proposals must be received by the deadline specified herein. Proposals received after the the specified time and date will be rejected and will not be considered.

Any proposal received later than the specified date/time, whether delivered in person or electronically, shall be disqualified.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless notification is made by the District via an RFP addendum. The time of day for submission shall remain the same.

Proposal Opening:

All proposals will remain sealed until after the proposals deadline has passed. Then, Aledo ISD shall open and record all Proposals received. Respondents may request this information by emailing kwhitley@aledoisd.org.

Proposal Withdrawal:

No proposal may be withdrawn prior to the opening of proposals without written request (addressed to the Aledo ISD Business Office) by an authorized agent of the Contractor and upon written approval by the District. Proposals become the property of Aledo ISD upon receipt.

Contract Award:

1. Any contract awarded as a result of this RFP will be subject to Aledo ISD Board approval. It is anticipated that proposals will be submitted to the Board for approval on August 19, 2024.

2. The District may award a contract on the basis of proposals received, without discussions. Therefore, each proposal should contain the Proposer's best terms from a financial and technical standpoint. The District may negotiate with one or more Proposer; and no Proposer shall have any rights against the District arising from such negotiations or any invitation to negotiate.

3. The District Business Office and Contractor(s) may enter into discussions and revisions of proposal, as

necessary. Discussions/negotiations may be conducted with Contractor(s) who are deemed to be within the final competitive range; however, Aledo ISD reserves the right to award a contract without discussions/negotiations. If discussions/negotiations are conducted, Contractors will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of discussions/negotiations.

4. This RFP does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request.

5. Aledo ISD reserves the right to accept or reject all or any part of any proposal, waive minor proposal informalities/technicalities and award the proposal deemed to be most advantageous to the District.

6. It is the intent of this RFP that should a given proposal be accepted, it will automatically become part of a binding contract.

7. The successful Contractor(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after the Contract is awarded by the Aledo ISD Board.

We fully understand this attribute.

(Required: Check if applicable)

4 ALEDO ISD GENERAL TERMS FOR PURCHASING SOLICITATIONS AND CONTRACTS

Please refer to Aledo ISD's General Terms and Conditions for Purchasing Solicitations and Contracts -- refer to the "Attachments" tab.

In submitting a proposal, Contractor understands and agrees to be bound by all terms, conditions, and specifications which shall be incorporated into this and any future contracts, agreements or purchase orders relating to this RFP between the Contractor and the District unless otherwise specified herein.

We acknowledge and agree to comply. We cannot fully agree. See deviations.

(Required: Check only one)

5 CONTRACT TERM

Any contract awarded as a result of this RFP shall be effective on the day after Board award through August 31, 2025 and automatically renew for four (4) additional one (1) year periods, with the final expiration date being August 31, 2029 unless the contract is terminated by either party with 30 days written notice.

I have read and understand this Attribute.

(Required: Check if applicable)

6 SCOPE OF THIS RFP

The scope of this RFP includes, but is not limited to:

- Any product that can be custom-printed with a logo or graphics
- Awards, trophies, plaques, and similar products
- Business cards, envelopes, flyers (custom-printed only)
- Clothing, scarves, hats, and other apparel
- Costumes
- Custom-printed paper and promotional items
- Emblems, patches, and similar products
- Embroidered items
- Screen-printed products and services
- Stickers and decals
- Tags
- Uniforms

This RFP also includes any graphic design and printing services necessary to produce signs, flags, banners, or monuments.

We fully understand this attribute.

(Required: Check if applicable)

7 RFP SCOPE EXCLUSIONS

This RFP does not include:

- Banners
- Electronic signs
- Flags
- Monuments
- Office supplies that are not custom-printed
- Promotional items that are not custom-printed
- Signs, flags, banners, or monuments for buildings, structures, athletic fields and stadiums, offices, and fences
- Signs, flags, banners, or monuments for student and athletic recognition and achievement
- Signs, flags, banners, or monuments for special events
- Signs, flags, or banners needed for Board meetings
- Signs needed for student testing or instructional use
- Vehicle signs and wraps
- Yard signs

NOTE: SHOULD YOUR COMPANY SELL ANY OF THESE PRODUCTS AND SERVICES, YOU ARE STRONGLY ENCOURAGED TO RESPOND TO CURRENT OR FUTURE RFPs ISSUED BY ALEDO ISD.

We fully understand this attribute.

(Required: Check if applicable)

8 VENDOR QUESTIONS

All questions regarding this RFP, must be submitted via the online "Questions" tab **no later than 3 PM CT on July 26, 2024.**

Questions will be answered and available to all.

We acknowledge and agree to comply.

(Required: Check if applicable)

9 CURRENT COOPERATIVE CONTRACTS

STOP! PLEASE THOROUGHLY READ THIS ATTRIBUTE.

Please list below any contracts that your company currently holds with any purchasing cooperative that Aledo ISD currently utilizes (see the list provided herein). If none, please state "NONE" or "N/A" in the text box below.

YOU DO NOT NEED TO RESPOND TO THIS RFP IF:

1. You have been awarded a contract with one or more of the purchasing cooperatives listed below, and the scope of work matches the scope of this RFP.

AND

2. You do not intend to offer preferred, lower pricing than what we can obtain through your current cooperative contract(s). Lower pricing would be calculated based upon the discount offered on your purchasing cooperative contracts PLUS any applicable rebate that Aledo ISD earns through utilizing cooperative contracts through BuyBoard, TexBuy, TIPS, etc.

ALEDO ISD WILL ALWAYS UTILIZE THE CONTRACT THAT PROVIDES THE BEST PRICING TO ALEDO ISD.

You are encouraged to respond to this RFP if you will preferred pricing to Aledo ISD and its interlocal partners (if agreed to by your company -- see Attribute 26), BUT you must fully explain the lower, preferred pricing that you are offering. As an example, if you offer a 10% discount through your BuyBoard contract and Aledo ISD receives a 1% rebate, Aledo ISD would expect preferred pricing exceeding 11%.

If you have any question about whether you should respond to this RFP or not, please email kwhitley@aledoisd.org.

Purchasing cooperatives include:

- 1GPA (1Government Procurement Alliance)
- 791 Purchasing Cooperative (ESC Region 15)
- Allied States Cooperative (ESC Region 19)
- BuyBoard (TASB)
- Central Texas Purchasing Alliance (CTPA)
- Choice Partners (Harris County Department of Education)
- EdTech Exchange Purchasing Cooperative (ESC Region 10)
- Education Service Center Region 11 (ESC Region 11)
- Educational Purchasing Cooperative of North Texas (EPCNT)
- EPIC6 (The Educational Purchasing Interlocal Cooperative at ESC Region 6)
- Equalis Purchasing Cooperative (ESC Region 10)
- Goodbuy Purchasing Cooperative (ESC Region 2)
- GSA Advantage
- Multi-Region Purchasing Cooperative (ESC Region 10)
- OMNIA Partners
- PACE Purchasing Cooperative (ESC Region 20)
- Sourcewell
- Tarrant County Cooperative Purchasing Program
- Texas Cooperative Purchasing Program (Texas SmartBuy)
- Texas Department of Information Resoruces (DIR)
- TexBuy Purchasing Cooperative (ESC Region 16)
- The Interlocal Purchasing System (TIPS)

(Required: Maximum 4000 characters allowed)

1 0 DISCOUNTS FOR PRODUCTS OR SERVICES

Pursuant to Attribute 5 above, please indicate the discount(s) that you will extend to Aledo ISD. If you offer discounts based on manufacturer or product type, please explain fully below or in an attachment uploaded to the "Response Attachments" tab.

PLEASE NOTE THAT ALL DISCOUNTS WILL EXTEND TO CTPA AND EPCNT MEMBERS IF agreed to by your company. (Please refer to Attribute 26).

(Required: Maximum 4000 characters allowed)

1 1 ALEDO ISD FACILITY LOCATIONS

Aledo ISD Facilities and Maintenance Operations maintains 22 buildings owned by Aledo ISD including two high school campuses, a learning center, two middle schools, six elementary schools, and numerous operations and administrative buildings and sports facilities. A new elementary school will open this fall.

A list of Aledo ISD facility names and locations are included in the "Attachments" tab.

1 2 PROPOSAL EVALUATION

The District recognizes the fact that there are very important considerations involved other than cost, and therefore will not be bound to accept the lowest cost proposal. The following criteria will be considered as part of the weighting factors noted above in considering which proposal serves in the best interest of the District:

- (1) Purchase price: 25 points
- (2) The reputation of the vendor and of the vendor's goods and services: 20 points
- (3) Quality of the goods and/or services 20 points
- (4) The extent to which the goods and services meet Aledo ISD's needs: 20 points
- (5) Vendor's past relationship with Aledo ISD: 5 points
- (6) The impact or ability to comply with laws and rules relating to historically underutilized businesses: 0 points
- (7) The total long-term cost to Aledo ISD to acquire the vendor's good or services: 8 points
- (8) Texas-resident bidder or employs at least 500 persons in the State of Texas: 1 point
- (9) any other relevant factor specifically listed in the request for bids or proposals: 1 points

**1
3** **PO ACCEPTANCE**

Aledo ISD strongly prefers paying with a purchase order at the time a vendor's product or service is ordered or picked up at a retail location. Furthermore, Aledo ISD strongly prefers paying with a check upon the receipt of the product or service and receipt of valid invoicing as required herein.

Please advise if your company will accept payment via purchase order and check OR if you require credit card payment at the time a product or service is ordered.

Please note that Aledo ISD is **legally obligated** to make payment to a vendor after a PO is issued.

If a credit card payment is required while shopping at a retail location, please explain in Deviations -- refer to Attribute 43.

Please note that Aledo ISD reserves the right to reject your company's proposal if you accept credit card payments only.

We accept purchase orders. We accept credit card payment only.

(Required: Check only one)

**1
4** **PO DELIVERY**

If your company accepts purchase orders via email, please provide the applicable email.

If you do not accept POs via email, simply state "N/A" below.

(Required: Maximum 1000 characters allowed)

**1
5** **AS-NEEDED PURCHASES WITH PO**

Aledo ISD intends to award contracts to multiple vendors which is in the best interest of the District.

Please note an award is not a guarantee of business with Aledo ISD. All purchases will be made on an as-needed basis with no guarantee of items and/or quantities. However, an award increases the probability that you will do business with Aledo ISD and/or one of our interlocal partners, if the vendor agrees (please refer to Attribute 26).

Should a District employee want to make a purchase with your company, that District end-user will reach out to you directly for a quote.

IMPORTANT! SHIPPING OR DELIVERY OF A PRODUCT OR SERVICE BEFORE RECEIPT OF A VALID DISTRICT PO IS STRICTLY PROHIBITED. The vendor is warned not to ship any product or provide any service before the vendor receives a valid District purchase order. If the vendor ships or delivers a product or service before the receipt of a valid PO, the vendor is NOT guaranteed payment and the product or service may be considered a donation to the District.

We acknowledge and agree to comply. We cannot fully agree. See deviations.

(Required: Check only one)

1
6 **COMPANY WEBSITE**

Please provide your company website, if any.

(Required: Maximum 4000 characters allowed)

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7 **PRODUCTS AND/OR SERVICES SOLD BY COMPANY**

Pursuant to Attributes 6 and 7, please briefly describe the products and services your company sells in the textbox below.

You are also welcome to upload any brochures, catalogs, price lists, portfolio, resumes, case studies or similar marketing materials to the "Response Attachments" tab.

(Required: Maximum 4000 characters allowed)

1
8 **TEXAS RETAIL LOCATIONS**

Do you have retail locations in Texas that will honor the prices and terms you propose? If so, please list the location(s), operating hours, phone numbers, and the names, phone numbers, and emails of the contact(s) at each location.

Please note that if you answer "yes" to the interlocal cooperation agreement contained herein -- refer to Attribute 26 -- we highly recommend that you list **ALL locations owned by your company** because EPCNT and CTPA members are located **across the state of Texas**.

(Required: Maximum 4000 characters allowed)

19 **PROPOSAL SUBMITTAL CONTACT**
Provide the name of the person(s) that Aledo ISD can contact regarding your proposal. Provide their full name(s), title(s), email(s), fax number(s), and phone number(s).

(Required: Maximum 4000 characters allowed)

20 **CUSTOMER SERVICE**
Provide the name of the central point of contact who will be dedicated to the Aledo ISD contract and responsible for contract performance. Provide their full name, email, and phone number.

(Required: Maximum 4000 characters allowed)

21 **SALES CONTACT(S)**
Provide the name(s) of the person(s) who is responsible for providing quotes requested by Aledo ISD. Provide their full name(s), title(s), email(s), and phone number(s).

(Required: Maximum 4000 characters allowed)

22 **ACCOUNTS RECEIVABLE**
Provide the name, title, email, phone number, and fax number of the person who would be responsible for invoicing and payment processing.

(Required: Maximum 4000 characters allowed)

2 3 SHIPPING AND HANDLING POLICIES AND CHARGES

Please state your shipping and handling fee structure for in stock and special order products. If you will not charge for shipping or if it is factored into your listed price for items, please indicate that. Please also advise if you offer free shipping if a minimum order is placed and if so, what that minimum is.

(Required: Maximum 4000 characters allowed)

2 4 DISCOUNTS FOR SERVICES OR PRODUCTS

Will you provide a discount off your standard wholesale or retail prices? If so, please state the discount percentage(s) for your products and services.

(Required: Maximum 4000 characters allowed)

2 5 MINIMUM ORDER REQUIREMENTS

If you have a minimum order requirement, please provide specific information.

(Required: Maximum 4000 characters allowed)

2 6 INTERLOCAL COOPERATION AGREEMENTS

Any contract awarded as a result of this RFP will be available for members of the [Educational Purchasing Cooperative of North Texas \(EPCNT\)](#) and [Central Texas Purchasing Alliance \(CTPA\)](#) to adopt and utilize **if you agree**. There are currently over 240 members who might wish to do business with your company. Some of these school districts include Belton ISD, Fort Worth ISD, Gordon ISD, Keller ISD, Plano ISD, Waco ISD, Weatherford ISD, etc.

Members of these purchasing cooperatives can leverage an Aledo ISD contract to make purchases that are compliant with state and federal purchasing law.

Furthermore, please note that if agreed to by your company, the resulting contract including its terms and conditions and scope of work would be adopted by the EPCNT or CTPA member and any reference to "Aledo ISD" or "the District" would mean the name of the adopting member (for example, Plano ISD).

Please indicate your agreement by selecting one of the choices below.

Yes to both EPCNT and CTPA. Yes to EPCNT only. Yes to CTPA only.

NO to both EPCNT and CTPA.

(Required: Check only one)

27 **PRODUCT RETURNS AND EXCHANGES**

Please provide policy and procedures for returns. If returns are not accepted, please state "NO RETURNS ALLOWED".

Also, please provide your policy and procedures for exchanges. If exchanges are not accepted, please state "NO EXCHANGES ALLOWED".

(Required: Maximum 4000 characters allowed)

28 **INVOICING AND PAYMENT**

Aledo ISD complies with the State of Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

Payment will be made within 30 days after the later of, **receipt of goods/services and a properly submitted invoice**. The District considers an invoice properly submitted when the following conditions are met:

- a. All invoices must be sent to: accounts payable@aledoisd.org or Aledo ISD, Accounts Payable, 1008 Bailey Ranch Rd., Aledo, TX 76008
- b. Invoice is received at the address indicated on the purchase order.
- c. The Aledo ISD Purchase Order Number is specified on the invoice.
- d. Pricing on the invoice matches the price on the purchase order.
- e. Quantities on the invoice do not exceed those specified on the purchase order.
- f. The Contractor provides an invoice number on each invoice.
- g. Merchandise has been received or service performed.
- h. The merchandise received matches the description(s) on the purchase order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

To receive payment under awarded contract, a Contractor shall have a current IRS Tax Identification Number and W-9 Form on file with the Aledo ISD Business Office. A signed, current and accurate W-9 form must be submitted to Aledo ISD with Contractor's proposal. A W-9 three years old or more will not be accepted.

We acknowledge, understand, and agree to comply.

(Required: Check if applicable)

29 **REMITTANCE ADDRESS**

If different than what is shown on your W-9, please provide your complete remittance address where payments should be mailed.

(Optional: Maximum 1000 characters allowed)

3
0 **REFERENCE REQUIREMENTS**

Please indicate below three business references that have contracted with your company to provide like products and/or services.

Include:

- 1. Organization Name
- 2. Address
- 3. Contact Person
- 4. Telephone number
- 5. Email address
- 6. Scope of project completed with this organization.

Preferable references are school districts or other governmental entities similar in size and scope.

Note: Failure to supply complete reference information may be grounds for bid/proposal disqualification. It is the vendor's responsibility to make appropriate assurance that the references provided are aware that Aledo ISD will be contacting them for a reference check. Failure of the references to timely respond to our reference check will directly impact the points assigned for this information on the selection process.

We acknowledge and agree to comply.
(Required: Check if applicable)

3
1 **REFERENCE 1**

Reference Number 1.

Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization.

Preferable references are school districts or other governmental entities.

(Required: Maximum 4000 characters allowed)

3
2 **REFERENCE 2**

Reference Number 2.

Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization.

Preferable references are school districts or other governmental entities.

(Required: Maximum 4000 characters allowed)

3 REFERENCE 3

3

Reference Number 3.

Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization.

Preferable references are school districts or other governmental entities.

(Required: Maximum 4000 characters allowed)

3 INSURANCE REQUIREMENTS

4

The Contractor(s) who receive awards pursuant to this RFP must maintain **at all times** during the performance of the services under this contract, the insurance specified in the Insurance Requirements document provided in the "Attachments" tab.

The awarded Contractor(s) agrees to assume liability for damage or loss resulting from the wrongful act(s) and /or negligence of their employees or subcontractors while they are on District-owned premises. The vendor or insurer shall reimburse the District for any such damage or loss within thirty (30) days after a claim is submitted.

A valid certificate of insurance will be required before work may commence.

A Proposer must also submit their current Certificate of Insurance with their proposal - please upload to the "Response Attachments" tab.

IF a vendor does not maintain insurance, please explain fully -- refer to the Deviations attribute. **Failure to provide insurance may result in non-award to a particular vendor.**

We acknowledge and agree to comply. We cannot fully agree. See deviations.

(Required: Check only one)

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KEYWORDS / SEARCH TERMS

Aledo ISD adds keywords or search terms to its awarded vendor list to help Aledo ISD employees in locating awarded, approved vendors for the products or services they wish to buy. This is important because a vendor name such as "ABC Company" does not necessarily reflect what the company sells.

Please list all keywords which describe the products, brands, and/or services you sell that are related to the scope of this RFP -- refer to Attributes 6 and 7. You may include product types, product names, brands, description of services, etc.

Please separate all keywords by commas such as:

tile services, painting services, building materials, interior finishing materials, paint, drywall, compounds, plaster, cement products, suspended ceilings, acoustical ceilings, framing, studs, insulation, exterior walls, fasteners, hardware, tools, fiberglass reinforced panels, lumber, plywood

If you wish, refer to our current awarded vendor list on Aledo ISD's Business Office website to view sample keywords for different types of companies.

(Required: Maximum 4000 characters allowed)

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RESIDENT BIDDER

Texas Government Code Chapter 2252 states that "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Please indicate the status of your company as a "resident" proposer or "nonresident" under these definitions.

My company is a Resident Proposer My company is a Nonresident Proposer

(Required: Check only one)

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NON-RESIDENT BIDDER

If Texas is not your resident state, please advise the state in which the principal place of business is located.

Also, if your parent company is located outside the United States, please advise if you have a USA location that will accept payment via check in U.S. dollars. Generally speaking, Aledo ISD will not do business with a vendor who is located outside the USA and requires payment at a foreign address.

(Required: Maximum 4000 characters allowed)

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FELONY CONVICTION DETAILS

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and provide details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

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FELONY CONVICTION NOTICE

Texas Education Code, 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 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."

Please select the statement that applies to your company regarding the Felony Conviction Notification:

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

No = My firm is not owned nor operated by anyone who has been convicted of a felony.

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

N/A No Yes

(Required: Check only one)

CODE OF CONDUCT

Contractors and their employees, subcontractors and all others working on Aledo ISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Contractors are responsible for their employees and subcontractor's adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding and agreement to comply with these rules and responsibilities by signing this document.

1. Contractor's employees and subcontractors who will be entering a District site should check in with the Aledo ISD designated representative.
2. Contractor's employees and subcontractors must wear picture ID badges while on Aledo ISD property. See item #2 in the State of Texas Certifications form provided in the "Attachments" tab.
3. The use of any tobacco products is PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco, vapes, and snuff.
4. Drugs and alcoholic beverages are PROHIBITED.
5. The use of vulgar or improper language is PROHIBITED. Aledo ISD will determine on a case by case basis what constitutes vulgar or improper language.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. Aledo ISD staff will determine unacceptable behavior.
7. School requirements will occasionally result in the untimely termination of an employee or subcontractor's daily activities. Contractors are expected to anticipate and understand these circumstances and also work with Aledo ISD to make up any scheduling.
8. ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED.
9. Contractor's employees and subcontractors must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed.
10. Contractor's employees and subcontractors will promptly leave the school campus at the end of each work shift.
11. Weapons of any type are not allowed on the job site or parking area. Contractor's employees will comply with all state and district rules regarding weapon free zones.
12. Contractor's employees and subcontractors shall submit such background information as may be requested by Aledo ISD to perform criminal background evaluations/investigations.
13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on Aledo ISD property where students are present:
 - Any offense against a child.
 - Any sex offense.
 - Any crimes against persons involving weapons or violence.
 - Any felony offense against property; or
 - Any other offense that Aledo ISD believes might compromise the safety of students, staff or property.

I certify that neither I nor any of my employees or subcontractors are currently in violation or in the future will violate the rules and responsibilities stated above.

We certify and fully agree to comply.
(Required: Check if applicable)

4
5 **FEDERAL (EDGAR) CERTIFICATIONS**

All Proposers must complete, sign, date, and return Aledo ISD's EDGAR Certifications form.

This form is available for download under the "Attachments" tab.

The completed/signed/dated form must be uploaded to the "Response Attachments" tab.

We acknowledge, understand, and agree to comply.
(Required: Check if applicable)

4
6 **COMPLIANCE WITH APPLICABLE LAWS AND DISTRICT POLICIES**

The Contractor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by any contract awarded as a result of this RFP.

Such laws may include but are not limited to the following:

- a. Family Education Rights and Privacy Act (FERPA)
- b. Protection of Pupil Rights Amendment (PPRA)
- c. Health Insurance Portability and Accountability Act of 1996 (HIPPA)

District policies may be obtained at <https://pol.tasb.org/Home/Index/986>

We acknowledge and agree to comply.
(Required: Check if applicable)

4
7 **FALSE STATEMENTS**

ANY FALSE STATEMENT DISCOVERED DURING PROPOSAL EVALUATION OR AFTER AWARD MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF PROPOSER'S OFFER. ADDITIIONALLY, THE PROPOSER MAY BE REMOVED FROM ALL PROPOSAL LISTS AT ALEDO ISD (AISD). A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT ALEDO ISD'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

4
8 **CODE OF SILENCE**

Aledo ISD is committed to ethical contracting standards and for public confidence in the formal solicitation process. Therefore, a Code of Silence begins when the Request for Proposals (RFP) is issued and ends upon the award / execution of the contract.

During the Code of Silence, prohibition on any communication regarding the RFP, campaign contributions, gifts, donations, loans, and any other items of value are prohibited between the following parties:

- 1. Any person or Contractor who seeks an award from the District or its affiliated entities;
- 2. Board members, the Superintendent, Deputy Superintendents, Assistant Superintendent, senior staff members, principals, department heads, directors, managers, or other District representatives who have influence in the evaluation or selection process.
- 3. The restricted contact shall not apply to communication with the District's Purchasing Staff. Such communications shall be limited to the purpose of obtaining clarification or information concerning the solicitation.
- 4. If any person or company violates this Code of Silence by contacting the Superintendent, Deputy Superintendent, a member of the Board of Trustees or any district representative with influence in the evaluation process, the prospective bidder shall be disqualified.

We acknowledge and agree to comply.
(Required: Check if applicable)

4 **TAXES**

9

Aledo ISD is exempt from local, state, and federal taxes. Do not include these taxes in your proposal. The District will supply tax exemption information upon request. Aledo ISD will not be responsible for payment of taxes imposed on goods and/or services purchased by the District.

Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from any contract awarded as a result of this RFP, including, without limitation, any federal, state, local income, sales, or excise taxes of Contractor or its employees.

We acknowledge and agree to comply.

(Required: Check if applicable)

5 **RECORDS RETENTION**

0

Awarded Contractor(s) shall maintain their records and accounts in a manner that shall assure a full accounting for all applicable goods and/or services provided by Contractor(s) to Aledo ISD pursuant to any contract(s) awarded as a result of this RFP.

These records and accounts shall be retained by the Contractor(s) and made available for review and copying by Aledo ISD for a period of not less than seven (7) years from the date of completion of the services, receipt of goods, or the date of the receipt by Aledo ISD of vendor's final invoice or claim for payment in connection with a contract which results from this RFP, whichever is later.

If an audit or compliance review has been announced, Contractor(s) shall retain its records and accounts until such audit or compliance review has been completed. When federal funds are expended by Aledo ISD, Contractor(s) further certify that it will comply with the record retention requirements detailed in 2 CFR 200.333.

We certify and agree to comply. We cannot fully agree. See deviations.

(Required: Check only one)

5 **PRODUCT WARRANTIES AND RECALLS**

1

Vendor acknowledges that all product warranties offered and sold pursuant to any contract awarded as a result of this RFP shall be each manufacturer's standard warranty, unless an extended warranty is requested by Aledo ISD.

Vendor further acknowledges that if the manufacturer issues a product recall for any product provided to Aledo ISD as a result of this RFP, Aledo ISD shall be notified within 10 days of the product recall.

We acknowledge and agree to comply. We cannot fully agree. See deviations.

(Required: Check only one)

5
2 **TEXAS PUBLIC INFORMATION ACT (TPIA)**

The Contractor acknowledges that Aledo ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a public information records request under the TPIA, Aledo ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA "public information" is defined as information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business:

1. by Aledo ISD; (or)
2. for Aledo ISD and Aledo ISD
 - a. owns the information; (or)
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling or maintaining the information; or
3. by an individual officer or employee of Aledo ISD in the officer's or employee's official capacity and the information pertains to official business of the Aledo ISD.

The Contractor is expected to fully cooperate with Aledo ISD in responding to public information requests. This includes, but is not limited to, providing Aledo ISD with requested documentation. In the event that the request involves documentation that the Contractor has clearly marked as confidential and/or proprietary, Aledo ISD will provide the Contractor with the required notices under the TPIA. The Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

We acknowledge and agree to comply.
(Required: Check if applicable)

5
3 **CONFIDENTIALITY DECLARATION FORM**

All Proposers are required to complete, sign, and date Aledo ISD's Confidentiality Declaration Form -- please refer to the "Attachments" tab for this form.

Please check one option and upload the completed/signed/dated form to the "Response Attachments" tab.

The release of information marked 'Confidential' is subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

We acknowledge and agree to comply.
(Required: Check if applicable)

5
4 **FUNDING OUT CLAUSE**

Pursuant to Texas Local Government Code Sec. 271.903, any proposal/offer accepted by Aledo ISD and all contracts awarded as a result of this RFP are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.

Loss of funding and commitment of current revenue: Termination of the contract under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this contract at the end of each fiscal year or end of the special revenue fund or grant during term of the contract with regards to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the District incurring any liability to Contractor as result of such termination, including early termination charges. If district terminates this contract pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to district through termination date but shall not be entitled to any early termination charges.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

We acknowledge, understand, and fully agree.
(Required: Check if applicable)

55 ASSIGNMENT

The successful Contractor may not assign its rights and duties under an award without the express written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

We acknowledge, understand, and fully agree.

(Required: Check if applicable)

56 TERMINATION

Aledo ISD shall have the right to terminate for default all or part of a resulting contract if the Contractor breaches any of the terms hereof or if the firm becomes insolvent or files any petition in bankruptcy. Such right of termination is an addition to and not in lieu of any other remedies which Aledo ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

Aledo ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance here under is terminated and the date upon which such termination becomes effective.

Aledo ISD may terminate a resulting contract and debar the firm from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

We acknowledge, understand, and fully agree.

(Required: Check if applicable)

57 REMEDIES

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit Aledo ISD to an arbitration resolution of any disagreement under any circumstances. Any claim arising out of or related to the contract, except for those specifically waived under the terms of the contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated fee equally. Mediation shall be held in Parker County, Texas. Agreements reached in mediation shall be reduced to writing and will be subject to the approval by the District's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

We certify and agree. We cannot fully agree. See deviations.

(Required: Check only one)

58 INDEMNIFICATION

Aledo ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

Except as otherwise expressly provided, vendor shall defend, indemnify, and hold Aledo ISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collections expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of vendor, its agents or employees in the performance of its obligations under a resulting contract. This clause shall survive termination of a resulting contract.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

We acknowledge, understand, and fully agree.

(Required: Check if applicable)

59 CHOICE OF LAW

This agreement and any addenda or other additions and all contract or awards resulting from this RFP, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas regardless of any conflict of laws principles.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

We acknowledge, understand, and fully agree.

(Required: Check if applicable)

60 JURISDICTION AND SERVICE OF PROCESS

Any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Parker County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either one or both of them may file a copy of the paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of the section may be served on any party anywhere in the world.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

We acknowledge, understand, and fully agree.

(Required: Check if applicable)

61 ALTERNATIVE DISPUTE RESOLUTION

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venues shall be at a location in Parker County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

We certify and agree. We cannot fully agree. See deviations.

(Required: Check only one)

62 INDEMNIFICATION AND HOLD HARMLESS

The successful Contractor will be expected to indemnify and hold harmless Aledo ISD, its officers, employees, agents, representatives, vendors, assignee and designee from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, or contractors in the execution or performance of any agreements ultimately made by Aledo ISD and the Contractor.

We certify and agree. We cannot fully agree. See deviations.

(Required: Check only one)

63 CONTRACT GOVERNANCE

Any contract made or entered into by the Aledo ISD is subject to and is to be governed by Section 271.151 et seq, TX Loc Gov't Code. Otherwise, Aledo ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

We acknowledge this requirement and fully agree.

(Required: Check if applicable)

6 **RIGHTS TO AUDIT**

4 Aledo ISD, upon written notice, shall have the right to audit all of Contractor's records and accounts relating to any contract awarded as a result of this RFP. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Aledo ISD in connection with Contractor's work for Aledo ISD and shall be open to inspection and subject to audit and/or reproduction by AISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- (a) Contractor's compliance with this Agreement and the requirements of the solicitation,
- (b) compliance with Aledo ISD procurement policies and procedures,
- (c) compliance with provisions for computing billings to Aledo ISD, and/or
- (d) any other matters related to this Agreement.

We acknowledge, understand, and agree to comply.
(Required: Check if applicable)

6 **FORCE MAJEURE**

5 Neither Aledo ISD nor Contractor shall be deemed to have breached any provision of any awarded contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Contractor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, AISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of AISD's contractual, legal, or equitable rights.

6 **WAIVER**

6 By submitting a bid or proposal, the Contractor agrees to waive any claims it has or may have against Aledo ISD and its respective officers, trustees, employees, agents, or representatives, arising out of or in connection with:

- a. the administration, evaluation, recommendation, or selection of any bid or proposal;
- b. waiver of any requirements under the RFP or Aledo ISD terms and conditions;
- c. acceptance or rejection of any proposal; and
- d. award of the contract.

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature