

RFP # 25-031805VL
INSTRUCTIONAL CONTRACTED SERVICES

1. SCOPE

- 1.1. Hays Consolidated Independent School District (HCISD) requests proposals for Instructional Contracted Services.
- 1.2. HCISD is seeking to establish an agreement with qualified companies and/or individuals for the purpose of providing services to the District on a short or infrequent term on a fee or per diem basis and does not involve the traditional relationship of employer and employee. These vendor services can provide educational expertise not otherwise available to or performed by District personnel. Services may consist of information, demonstrations, performances speeches, drill instruction. **These include only services directly targeted at students and have educational/instructional value.**

The intent of this request is to establish a list of pre-approved companies or individuals that can provide services to the District as a whole that will be in excess of \$3,500 per school year.

Services can include but are not limited to the following items not already under contract with the District: Presentations / Programs (e.g. Authors) / Marching Band / Drill/ Cheer design and Choreography (includes camps) / Speaker(s) for School Assembly Programs and other services deemed appropriate for this request.

- 1.3. HCISD will accept responses either by mail or hand carried. Proposals will continually be accepted and evaluated for award during the five (5) year offering period through April 2022. One (1) clearly defined original and two (2) clearly defined copies (one of which is in electronic format - flash drive) of the response are required for evaluation purposes. Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address, the proposal number and opening date and time, and addressed to: Hays Consolidated Independent School District, PURCHASING DEPARTMENT, Valerie Littrell, 21003 IH 35, Kyle, TX 78640.

2. CONTRACT PERIOD

- 2.1. Initial contract period shall be for one year from the date of award.

3. OPTION TO RENEW

- 3.1. HCISD may, at its option and with the approval of the contractor, extend the period of this agreement up to four (4) additional one-year periods. This extension would contain all terms and conditions and rates of the original contract, contingent upon availability of funds. The Contractor shall be notified

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in writing by the Buyer of HCISD’s intention to extend the contract period at least thirty (30) days prior to expiration of the original contract period.

4. METHODS OF PROCUREMENT: Bidder to indicate acceptable methods of procurement.

Method	Yes	No
Separate Purchase Orders	<input type="checkbox"/>	<input type="checkbox"/>
Blanket Purchase Orders	<input type="checkbox"/>	<input type="checkbox"/>
Procurement (Credit) Cards	<input type="checkbox"/>	<input type="checkbox"/>
District Check	<input type="checkbox"/>	<input type="checkbox"/>

5. INDEMNIFICATION: The contractor shall save and keep harmless and indemnify HCISD against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Vendor.

6. INSURANCE:

6.1 General public liability insurance covering all duties, services, or work to be performed under the contract; **for contracts up to \$500,000**, insurance shall provide limits of \$500,000 each occurrence, \$500,000 products/completed operations aggregate, \$500,000 personal injury liability, \$50,000 property damage liability, \$5,000 medical payments coverage, \$1,000,000 policy aggregate.

Required automobile liability insurance \$250,000 per person, \$500,000 per accident for bodily injury, and \$100,000 per accident for property damage.

The contractor must also maintain Worker's Compensation insurance providing the statutory benefits for the State of Texas and employer's liability in the amount of \$500,000 for each person, \$500,000 in the aggregate and \$500,000 for each person for occupational disease.

Hays Consolidated Independent School District shall have no responsibility of liability for such insurance coverage.

Vendors must provide proof of insurability with the response. Acceptable proof of insurability will be a certificate of insurance or a letter from the insurance carrier (not the insurance agent). The awarded vendor must provide a certificate of insurance compliance within 15 calendar days after notification of the award.

Each policy of required insurance shall provide for 30 days notice of cancellation

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to Hays Consolidated Independent School District and shall name its Board of Trustees as additional insured and include the following provision:

"It is a condition of this policy that the insurance carrier shall furnish written notice to the HCISD Purchasing Department Office, 21003 IH 35, Kyle, TX 78640, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy."

7. TERMINATION

- 7.1. **FOR DEFAULT:** The performance of work under the contract may be terminated by HCISD in accordance with this clause, in whole or in part, in writing, whenever HCISD shall have determined that the Vendor has failed to meet the performance requirements of the contract. HCISD has the right to terminate for default if the Vendor fails to make delivery of the goods or perform the work, or if the Vendor fails to perform the work within the time specified in the contract, or if the Vendor fails to perform any other provisions of the contract.
- 7.2. **FOR CONVENIENCE:** HCISD may terminate the contract at its convenience with thirty (30) day advance written notice to the Vendor. In the event of such a termination by HCISD, HCISD shall be liable for the payment of all approved work performed prior to the termination.
- 7.3. In the event of termination, HCISD reserves the right to re-award this contract to the next low responsive bidder.

8. GENERAL TERMS AND CONDITIONS

- 8.1. Inquiries and requests for information affecting the proposal must be in writing and shall be directed to Valerie Littrell, Buyer, via email (valerie.littrell@hayscisd.net), mail (21003 IH 35, Kyle, TX 78640). Contact with HCISD personnel other than Valerie Littrell or her designee regarding this solicitation may be reason for elimination from the selection process. Any prospective respondent detecting a conflict or ambiguity in the proposal should notify the Buyer, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum. If HCISD believes that clarification is necessary or proper, a clarifying addendum will be distributed to all prospective vendors. HCISD will not be bound by any oral or other informal explanation of the requirements of the proposal documents.
- 8.2. Provide detailed explanations of any variances or exceptions the respondent has with any requirement or term specified in this proposal and thoroughly explain any alternate service offered.

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- 8.3. Delivery dates – Proposers must specify the projected delivery date as part of the proposal response. Delivery of supplies must be in compliance with the Bid specifications.
- 8.4. HCISD is not responsible for any costs incurred by the Vendor for the preparation or distribution of the proposal.
- 8.5. Proposers or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the respondent's own risk.
- 8.6. **PROPRIETARY INFORMATION:** Proprietary information if any submitted to HCISD in response to this proposal should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.
- 8.7. HCISD reserves the right to negotiate all elements, which comprise the Respondent's offer to ensure the best possible consideration, be afforded to all concerned and to reject any and all offers and to re-solicit for offers in such an event.
- 8.8. **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance**
- 8.8.1. **Membership.** Hays CISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.
- 8.8.2. **Adoption of Awarded Contracts.** In support of this collaborative effort, all awards made by Hays CISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
- 8.8.3. **Adopted Contract Management.** The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

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- 8.9. **Assignment:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of HCISD.
- 8.10. **Disclosure of Criminal Histories:** Pursuant to Texas Education Code Section 22.083, as passed during the 80th(R) Texas Legislative Session as Senate Bill No. 9, individuals that come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. "National criminal history record information" means criminal history record information obtained from the Texas Department of Education under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC.
- 8.11. Prior to commencement of any work under this Contract, the Contractor shall provide HCISD with a list of all Contractor employees and subcontractor employees who have been arrested for, convicted of, or received deferred adjudication for any criminal conduct, except misdemeanor traffic violations. The Contractor shall ensure that no worker with a criminal history performs work for the District without first notifying the District. HCISD reserves the right of first refusal to prohibit such persons from entering District premises.
- 8.11.1. **Criminal Background Checks:** The Contractor acknowledges and agrees that the HCISD reserves the right to subject all persons entering District premises to background screening checks prior to granting access to areas frequented by students. Background checks may require surrendering a driver's license or submitting fingerprints for inspection. If any of the Contractor's employees, representatives or subcontractors refuse to submit to a background check, or if a background check reveals a criminal history, such persons may be refused access to District premises; however such refusal shall not relieve the Contractor of its obligations as specified in this Contract.
- 8.12. **Requirements of Texas Senate Bill 9:** Any company that contracts with school districts or charters may be subject to the requirements of Senate Bill 9 as codified in Texas Education Code §22.0834, a copy of which is included as **Attachment A** of this solicitation.
- 8.13. **Subcontract Agreements:** If subcontractors are utilized by the Contractor, each subcontract agreement must preserve and protect the rights of HCISD with respect to the terms and conditions of this Contract.

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- 8.14. **Evaluation Criteria:**
Awards will be based on the Respondent's submittal meeting the requirements established herein. Awards will be made to multiple vendors on an incremental basis during the offering period. Respondents are encouraged to submit responses as soon as possible. As responses are received, they will be evaluated and either accepted or rejected by the District. Applicants will then be notified of the District's decision.
- 8.15. The District reserves the right to award the contract to one (1) single Vendor or Multiple Vendors.
- 8.16. The intent of this RFP is to provide all schools and departments of HCISD with a list of qualified individuals/companies to purchase from and consider the best value for the District.
- 8.17. **Invoices:** In order to receive payment for goods or services furnished to HCISD, invoices for each purchase order must be submitted to the HCISD Business Office, Attn: Accounts Payable, at 21003 IH 35, Kyle, TX 78640.
- 8.17.1. All invoices must clearly indicate the following information:
- originating purchase order number
 - complete description of goods or services furnished, including unit prices, extended prices and quantities delivered
 - project name
 - date of issuance
 - delivery destination
 - all applicable prompt payment discount terms
- 8.17.2. HCISD may require individual invoices per campus to facilitate ease in the payment process.
- 8.18. The Contractor shall not bill more than one purchase order on a single invoice. The purpose of this requirement is to reduce the administrative burden associated with verifying charges and remitting invoices. Failure to comply with these requirements may result in delayed payments.
- 8.19. **Payment terms:** HCISD will make payment on a Net 30-day basis. The payment term shall begin on the date the deliverables are inspected, delivered and accepted by HCISD, or on the date a correct invoice is received by HCISD, whichever is later. Bidders are welcome to quote a discount for early payment; however, prompt payment discounts will not be considered as an evaluation criterion. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term.
- 8.20. Pricing when using PCard must be the same as pricing when using a Purchase Order. Hays CISD will not pay a charge for using the credit card.

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- 8.21. Hays CISD is not liable for orders accepted without a purchase order.
- 8.22. Form 1295 Certificate of Interested Parties must be completed by the awarded vendor prior to receiving the Purchase Order and delivering goods and/or services.

9. PROPOSAL RESPONSE

9.1. Type of Service

9.1.1. Describe the type of service that will be provided to HCISD.

9.1.1.1. Please provide a full service description of the services offered by your company.

9.2. Target Audience

Please list the target audience for the services. For example, Students (K- 2, 9-12, Drill Team, etc.)

9.3. Facility Requirements

Please list all facility requirements for your services. These may include technology, size and/or type of room, etc.

9.4 Length of Service

Please provide the estimated length of your service (hourly, ½ day, full day, etc.)

9.5 Business History & Resumes

9.5.1 Please list your business structure, history, and provide individual resume(s) as necessary.

9.5.2 Provide a list of your last three (3) clients you provided similar services to. The list should include the name of the entity, a valid contact name, valid phone number and email address.

9.6 Estimated Compensation Structure

9.6.1 Please provide your company's Compensation Structure. This should include all costs associated with your service, including travel expense items.

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10 CERTIFICATION

By my signature below, I certify that this offer meets or exceeds the specifications of this proposal.

AUTHORIZED SIGNATURE _____ **DATE** _____

PRINTED NAME _____ **TITLE** _____

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VENDOR INFORMATION

Vendor Identification and Contact Information (Attach additional information as needed)

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Contact Person: _____

Title: _____

Email: _____

Company Profile:

_____ Year Incorporated/Organized/Started

_____ Corporation

_____ Partnership

_____ Sole Proprietorship

_____ Other: _____

_____ HUB/MBE/WBE (# _____)

_____ Total Number of Employees

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REFERENCES

List references (minimum of three) where you have similar contracts in place. Special attention should be given to references from similar institutions as HCISD. List company name, contact person, address, phone number, fax number, email address, and completion date for each reference.

Company: _____
Contact: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Dates of Contract: _____

Company: _____
Contact: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Dates of Contract: _____

Company: _____
Contact: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Dates of Contract: _____

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SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Contractors receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____

Signature of Company Official: _____

Date Signed: _____

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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) **does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't Code Ch. 2270)** "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code 808.00 (1).

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

_____ Yes, we acknowledge and comply with both the following:

- **NO ISRAEL BOYCOTT CERTIFICATION**
- **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

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The forms at the following link (<https://www.ethics.state.tx.us/forms/CIQ.pdf>) must be completed annually and sent to the Business Office of HCISD. For purposes of the forms, the officers are listed below.

Dr. Eric Wright
Superintendent of Schools

Board of Trustees

Ms. Merideth Keller
President

Ms. Teresa Tobias
Vice President

Mr. Bert Bronaugh, Jr
Secretary

Ms. Holly Raymond

Ms. Vanessa Petrea

Mr. Willie Tenorio, Jr.

Ms. Esperanza Orosco

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ATTACHMENT A

Texas Education Code §22.0834.

Criminal History Record Information Review of Certain Contract Employees.

- (a) This subsection applies to a person who is not an applicant for or holder of a certificate under Subchapter B, Chapter 21, and who on or after January 1, 2008, is offered employment by an entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services, if:
- (1) the employee or applicant has or will have continuing duties related to the contracted services; and
 - (2) the employee or applicant has or will have direct contact with students.
- (b) A person to whom Subsection (a) applies must submit to a national criminal history record information review under this section before being employed or serving in a capacity described by that subsection.
- (c) Before or immediately after employing or securing the services of a person to whom Subsection (a) applies, the entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall send or ensure that the person sends to the department information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs. The department shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.