

HARLANDALE INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

12115 SE LOOP 410 • San Antonio, TX 78221 • (210) 989-4800 • Fax (210) 921-4400



**RFP - 200085 Medicaid Billing & School Health Related Services (SHARS)
Services**

Due Date: Thursday, September 28, 2023 at 1:00pm (CT)

Benjamin S. Mora, Purchasing Manager
12115 S.E. Loop 410 – San Antonio, Texas 78221
210 - 989-4800 (P) 210 - 921-4400 (F)
Benjamin.Mora1@harlandale.net

Purchasing Department Business Hours for Deliveries:
Monday – Friday 8:00AM (CT) to 4:30PM (CT)
Summer Hours: M-TR 7:30AM (CT) to 5:00PM (CT)

District Holidays:

<https://harlandaleisdtx.sites.thrillshare.com/documents/calendars/486057>

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
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NOTICE TO VENDORS

To Whom It May Concern:

Thank you for the submission of your proposal to the Harlandale Independent School District. The District understands and appreciates all of the efforts undertaken in the preparation and submission of a proposal.

It is the intent of this administration to conduct a fair and impartial evaluation of these proposals with an emphasis on determining the best value for the District at the lowest possible price.

Essential to an impartial objective analysis is that it not be subjected to extraneous influences. The District requests and appreciates that no efforts be undertaken by vendors to independently contact the District's evaluation team for this proposal with the purpose of seeking an unfair advantage. As a matter of fairness, this is necessary in order to provide due and proper consideration to each and every proposal.

This request also extends to contact, communications, and/or interactions with the members of the School Board. Independent communications with the Trustees by vendors puts the administration and the Trustees in a very difficult position. It is our experience that such advocacy efforts result in members receiving non-objective information that can result in confusion during the competitive procurement process.

When vendors contact members independently, it facilitates the crossing over of those clearly defined and legally required roles of the Board and the Administration. This can result in legal issues and most certainly a compromise in the integrity of the entire proposal process. Please be advised that this administration will not favorably receive any evidence that a vendor has contacted the District staff or members of the Board in an effort to seek an unfair advantage.

We anticipate your cooperation in maintaining the integrity of the competitive procurement process and thank you in advance for such efforts.

Respectfully,

Harlandale Independent School District
Business and Finance Department

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GENERAL TERMS AND CONDITIONS

1. The workmanship and material specified in this proposal shall be fully guaranteed for a **minimum period of one (1) year** from date of delivery and/or acceptance of work, unless otherwise stated in District specifications.
2. The Harlandale Independent School District reserves the right to waive formalities and irregularities and to accept or reject the proposal or each item there under separately.
3. **OFFER PERIOD** - This proposal is a firm offer which shall be irrevocable and open for acceptance for 120 calendar days unless otherwise specified from the date of submission.
4. **Vendor Debriefing** – The Bidder or Proposer may request an informal Vendor Debriefing focused on solicitation requirements and proposal strengths and weaknesses with the Purchasing Manager at Purchasing@myhisd.net. Please include the solicitation ID in the subject header.
5. **Contractor Protest Procedures:** A protest shall be in writing and shall be filed with the Purchasing Manager (Purchasing@myhisd.net). A protest of a proposal shall be received at the Procurement Services Department after the bid/proposal opening date or contract award date. A protest of a proposed award or of an award or notice of termination or default shall be filed within ten (10) working days after the protestor knows or should have known the basis of the protest. A protest received after the ten (10) working days period shall be not considered and returned. A protest shall include:
 - a. The name, address and telephone number of the protestor;
 - b. The signature of the protestor or its representative;
 - c. Identification of the Bid/Proposal or Contract number;
 - d. A detailed statement of the legal and factual grounds of protest including copies of
 - e. relevant documents;
 - f. The form of relief requested.

The Purchaser Manager will respond to all protests not later than ten (10) days of receipt.

6. **Formal Grievances** shall be follow the [Harlandale ISD Board Adopted Policies and Procedures](#):
<https://pol.tasb.org/PolicyOnline?key=173>
7. The proposal and any eventual award may not be assigned or any right there under transferred to a third party.
8. Proposer agrees to comply with all policies and regulations of the Harlandale Independent School District.
9. **QUANTITY** - It is understood and agreed that the Harlandale Independent School District reserves the right to increase or decrease quantities or modify conditions or specifications by mutual agreement with the selected vendor, both at the time of the acceptance of the proposal offered as so modified, and subsequent thereto.
10. **INDEMNITY** - The contractor/vendor/service provider shall indemnify, defend and hold harmless the Harlandale Independent School District, its employees, officials, and representatives from any and all claims made, lawsuits filed, losses, costs (including but not limited to attorney's fees) or damages incurred as a result of contractor/vendor/service provider acts or omissions of any nature relating to a contract entered into as a result of a Request for Proposals. The District will not enter into any agreement requiring the District to indemnify a contractor, vendor, or service provider. Further, the District will not enter into any agreement requiring the District to pay attorneys fees on behalf of any vendor or service provider.

The following conditions must be stated on all contracts:

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- a. "The Contractor shall defend, indemnify, and save whole and harmless, Harlandale Independent School District and all of its officers, agents and employees from and against all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of any agent, employee, subcontractor or supplier of Contractor in the execution or performance of this contract."
 - b. "The Contractor shall also defend and indemnify the Harlandale Independent School District against claim by any subcontractor, supplier, material man or mechanic for payment of work or materials provided on behalf of the Contractor in the performance of the services and all such claimants shall look solely to Contractor and not Harlandale Independent School District for satisfaction of such claims."
11. **LEGAL VENUE** -The contractor/vendor understands and agrees that venue for any litigation arising from this award or contract shall lie in the State District Courts of Bexar County, Texas, and any dispute shall be governed by the laws of the State of Texas. The District will not enter into any agreement requiring arbitration of disputes. Proposers shall not disclose to any third party, information provided by the District in connection with this solicitation for proposals.
12. **PROPERTY TAXES** - Proposer affirms that it does not currently owe or is otherwise indebted to the Harlandale Independent School District for adjudicated delinquent property taxes. The Harlandale Independent School District reserves the right to reject a proposal if the Proposer is currently indebted to the Harlandale Independent School District for delinquent taxes or to terminate a contract if the successful Proposer subsequently becomes delinquent. The Harlandale Independent School District further reserves the right to deduct any delinquent taxes owed from payments that the Harlandale Independent School District may owe to the successful Proposer under the awarded contract.
13. **INCORPORATION OF TERMS INTO CONTRACT** - The terms and conditions set out in any Request for Proposal including these general terms and conditions shall be made part of any contract entered into by the District with any Vendor, Contractor or Service Provider. A response to any Request for Proposal indicates the responders binding agreement to the terms and conditions set out therein.
14. **RELIEF** - The District will not agree to any contract requiring waiver of any legal relief to which the District may be entitled.
15. **CONTROLLING LANGUAGE** - Despite any terms or provisions in any contract entered into by the District as a result of any Request for Proposal, the language of the Request for Proposal shall be controlling and shall supersede any contrary language contained in any contract.
16. **ISRAEL** - Effective, September 1, 2017, the CONTRACTOR affirms that it does not boycott Israel and will not boycott Israel during the contract term. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
17. **CHILD SUPPORT** Pursuant to Texas Family Code, Section 231.006, Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
18. **FELONY CONVICTION**. Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice if an owner or employee has been convicted of a felony. This paragraph requiring advance notice does not apply to a publicly-held corporation.
19. **Compliance with Texas Government Code Chapter 2271:** Pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at \$100,000 or more and if the Contractor has at least

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ten (10) full time employees, then Contractor represents and warrants to the School District that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract. This provision does not apply to a sole proprietorship.

20. **Compliance with Texas Government Code Chapters 2274 and 809:** Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at \$100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the School District that the Contractor does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.
21. **Compliance with Texas Government Code Chapters 2274:** Pursuant to Texas Government Code Chapter 2274, if the contract is valued at \$100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the School District that the Contractor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.
22. **Anti-Terrorism:** In compliance with Chapter 2252 of the Texas Government Code, Contractor certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Contractor also certifies that for the length of this contract, Contractor will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
23. **Compliance with Prohibition on Contracts with Abortion Providers:** Pursuant to Texas Government Code Chapter 2272, the School District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derives from state or local tax revenue. Any contract entered into by the School District is void if the prospective entity has such prohibited affiliation or contractual relationship. By entering into this Agreement, the Contractor represents and warrants to the School District that the Contractor does not have such affiliation or contractual relationship
24. **Independent Contractor.** Contractor represents and warrants that it is an independent contractor that will furnish is owns tools, products and services. Contractor, its officers, employees, agents, representatives, subcontractors, suppliers and third-party service providers are not employees of Sponsor. Contractor represents and warrants that is has no right to claim compensation, vacation pay, sick leave, retirement, health, social security, disability or worker's compensation benefits of any kind.
25. **Insurance Requirements.** Contractor shall provide and maintain in effect during the performance of the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

<u>Professional Liability:</u>	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
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General Liability:

Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00
Personal Injury	\$1,000,000.00 each person

<u>Umbrella Coverage:</u>	\$2,000,000.00
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26. **Contractor represents and warrants** that it has and will continue the required insurance coverage for the term of this Agreement and will, within five days of School District's request, provide current certificates of insurance. All required insurance must be in the amounts approved by School District, shall name School District, its Officers and Employees, as an insured party, will include a waiver of subrogation and be issued by a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Century, Inc. with a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc. and be authorized to do business under the laws of the State of Texas.
27. **Immunity.** Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties, nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

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PROPOSAL SPECIFICATIONS

1. **TERM** – 1 year from Board Award Date with (4) four (1) one-year options.
2. **(IF APPLICABLE) Mandatory Pre-Bid Conference & Walkthrough** – NA
3. The right is reserved by the Harlandale Independent School District to accept and/or reject proposals on each item separately and/or as a whole proposal. Proposals received after the time and date specified will be returned unopened.
4. **SUBMISSION** - Sealed proposals shall be uploaded to the Bonfire Portal <https://harlandaleisd.bonfirehub.com/portal/?tab=openOpportunities>, submitted, and finalized prior to the Closing Time of **Thursday, September 28, 2023 at 1:00 PM (CT)**. We strongly recommend that you give yourself sufficient time and **at TWENTY-FOUR (24) hours** before Closing Time to begin the uploading process and to finalize your submission. Proposals received after the designated time will not be considered.

Emailed or faxed submission will be rejected without consideration.

5. **VENDOR QUESTIONS** - are due **Thursday, September 21, 2023 at 10:00 AM (CT)**. All questions shall be submitted through the Message Module under Opportunity Q&A tab in Bonfire, <https://harlandaleisd.bonfirehub.com/portal/?tab=openOpportunities>. Responses to the questions will be issued as an Addendum and will be posted to the Procurement Portal in the “Supporting Documentation”.
6. **PROPOSAL OPENING** - Proposals received unsigned by a representative of the company will not be considered. **All proposals must be delivered to the Purchasing/Bonfire no later than the designated date and time. There will be no Public Bid Opening.**
7. **ADDENDUM** - In the event that any changes to this proposal occur subsequent to the mailing or other delivery of the original proposal, the changes or corrections to this proposal will be made by ADDENDUM, and any updated information contained in any ADDENDUM will be in addition to and may prevail over the information contained in the proposal or any previous ADDENDUM. Each ADDENDUM must be acknowledged on the acknowledgement form provided with the ADDENDUM. Any required acknowledgement form must be submitted along with the submission of any proposal response.
8. **REQUIRED FORMS** – See Bonfire “Requested Information.”
9. **WITHDRAWAL** - The Harlandale Independent School District will consider a WRITTEN request from any vendor permitting the vendor to withdraw any proposal submitted, but **ONLY IN ITS ENTIRETY**, and **ONLY UNTIL THE DUE DATE AND TIME FOR SUBMISSION OF THE PROPOSAL**. A representative from the vendor submitting the proposal that is authorized to enter into contracts on behalf of the vendor must sign the request to WITHDRAW, indicate their title on the request, and submit the request to the Harlandale Independent School District in a manner deemed satisfactory by the Harlandale Independent School District. No proposal may be withdrawn after the date and time proposals are due. If a vendor requests to withdraw a proposal and the Harlandale Independent School District permits the WITHDRAWAL of the proposal, the vendor may resubmit the proposal or submit a new proposal up until the due date and time for submission provided the new submission meets all the qualifications of the proposal. All proposals in the possession of the Harlandale Independent School District at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time unless otherwise permitted by the Harlandale Independent School District during a subsequent negotiation process. The decision of the Harlandale Independent School District relating to any matters pertaining to proposal withdrawal will be final. **BRAND NAMES AND CATALOG NUMBERS** - The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal or greater quality, unless **“no substitute or only”** is specified. All substitutions must meet or exceed specifications to be acceptable. The make, model, and description of all substitutions must be listed by specified item. **FAILURE OF THE VENDOR TO COMPLY WITH THESE SPECIFICATIONS MAY, AT THE OPTION OF THE**

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HARLANDALE INDEPENDENT SCHOOL DISTRICT DISQUALIFY THAT PORTION, OR THE ENTIRE PROPOSAL, FROM CONSIDERATION.

10. **PROJECT CRITERIA** - It is not the policy of the Harlandale Independent School District to award or purchase on the sole basis of low price alone. In awarding a contract, the Harlandale Independent School District may consider the following factors as well as those specifically listed in the specifications:

Points

- 40 Pricing
- 15 The reputation of the vendor and of the vendor's goods and services
- 5 The quality of the vendor's goods or services
- 20 The extent the goods or services meet the Harlandale Independent School District's needs
- 5 The vendor's past relationship with the Harlandale Independent School District
- 5 Principal business inside Texas
- 5 The orderly presentation of all documents
- 5 Past litigation/sanctions
- 5 Compliance with the laws and rules relating to HUBs, MBEs, and WBEs
- Any other relevant factors
- Long-term cost

11. **PRODUCT INFORMATION** - Complete warranty information and descriptive and/or illustrative literature covering the item(s) proposed is to accompany the proposal. All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories. Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each order within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request.
12. **SAMPLES** - Samples, when requested, must be furnished at no cost to the Harlandale independent School District. If not destroyed during examination, they will be returned to the proposer on request and at the company's expense. Each sample, when requested, should be clearly marked with the proposer's name and item number on the proposal. **DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.**
13. **AUTHORIZED PURCHASE** - The successful proposer will not begin services or deliver product without a purchase order signed by an authorized representative of the Department of Purchasing. The Harlandale Independent School District **will neither be responsible nor make payment** for any goods delivered or services performed without a valid purchase order.
14. **PACKAGING** - Unless otherwise provided for on this proposal, all products supplied under any contract resulting from this proposal must be packaged in containers that are new and appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under any contract resulting from this proposal for which palletizing is appropriate must be delivered on standard forty-eight (48") inch four-way pallets in good and serviceable condition.
15. **SHIPPING** - All freight, delivery, and handling charges are the responsibility of the vendor and all prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery and handling charges, including unloading and inside deliveries where required. Unless otherwise noted or unless prior approval has been obtained from the Harlandale Independent School District all deliveries shall be made between the hours of **7:00 a.m. through 3:00 p.m.**, Monday through Friday at the following address.

Harlandale Independent School District
Central Receiving/Warehouse

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12115 SE Loop 410

San Antonio, TX 78221

16. **VISITATIONS** - The District mandates that any/all vendors/visitors on any district site are subject to a Sexual Predator check through our Visitor Management System prior to being given access.
 - a. Vendors/visitors must check-in and identify themselves through their driver's license at the site's front office for a verification of any past/present convictions.
 - b. Failure to comply or pass the verification check will result in their denial of access and potential loss of contractual rights.
17. **TAXES** - The Harlandale Independent School District is a public jurisdiction that is exempt from federal, state, sales, excise, and use taxes. Tax exemption certificates will be provided by the Harlandale Independent School District upon individual requests from the vendor. Sales tax must not be included in any proposal response or invoice submitted by any vendor unless failure to obtain a Tax Exemption Certificate from the Harlandale Independent School District has occurred. No taxes of any kind may be passed through by any vendor to the District
18. **INVOICING PROCEDURE** – Billing\invoicing will always be made in arrears. Invoices regarding this proposal must be addressed to the **Accounts Payable Dept. at the following EMAIL ADDRESS: BUSINESS.OFFICE@MYHISD.NET**. Payment on a properly submitted invoice will usually be made on the seventh business day of the month for items/services received prior to or on the last business day of the previous month. No late and/or finance charges will be paid by the District.

Non-conforming invoices will be rejected without consideration.

19. **NON-APPROPRIATION AND TERMINATION AT-WILL** - The award of a contract is dependent on the availability of funds. In the event sufficient funds are not appropriated, the contract or award may be terminated or the scope amended. Written notice will be given to the vendor of such termination or amendment, and there will be no penalty or other charge assessed against or incurred by the Harlandale Independent School District. The successful proposer shall be required to agree to non-appropriation language as follows: The obligation of the District to perform under this agreement shall be contingent upon the Board of Trustees of the District appropriating funds for this Agreement as of September 1st of each year in which this agreement is in effect. Should the District Board of Trustees fail to appropriate funds for this agreement then this agreement shall terminate. District shall notify "Contractor" in writing within five (5) days of any non-appropriation. Except in certain limited circumstances as determined by the District in its sole discretion, the District will require any contract to contain a termination at-will clause in favor of the District.
20. Nothing herein shall be construed as creating the relationship of employer or employee between the Harlandale Independent School District and the contractor/vendor or between the Harlandale Independent School District and the contractor /vendor's employee. The contractor/vendor is an independent contract and nothing contained herein shall constitute or designate the contractor/vendor or any of his employees as employees of the Harlandale Independent School District.
21. The contractor/vendor understands and agrees that the above general proposal specifications are terms and conditions of the contract between the Harlandale Independent School District and the contractor/vendor. These general proposal specifications, terms, and conditions shall control and govern in the event of any conflict with any other terms and conditions submitted by the contractor/vendor.
22. **DISQUALIFICATION** - The District reserves the right to disqualify any proposer at the District's sole discretion.
23. Upon Notice of Award, a **CERTIFICATE OF INTERESTED PARTIES (HB 1295 FORM)** will be required. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government

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Code. The law states 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 governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. More information is located at the following site:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

A business entity must use the on-line application to enter the required information on Form 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 the form notarized. The completed Form 1295 with the certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The on-line application may be obtained at the following site:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

24. **CONFIDENTIALITY** - Please indicate if a form or document is privileged information by clearly labeling it “CONFIDENTIAL” at the bottom of the page. Confidentiality is subject to decision by the Texas Attorney General. Information provided may not be publicly disclosed if such information (1) is confidential by law, (2) would give advantage to a competitor or bidder, or (3) constitutes a trade secret or commercial/financial information which, if released, would cause substantial competitive harm to the person/entity providing the information.

25. Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

- A. Membership. Harlandale ISD 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.
- B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by District Name 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.
- C. 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.

PROPOSAL PROCESS OVERVIEW

- 1.0 The proposals are released to the potential proposer.
- 2.0 Deadline for submitting the Proposals.
- 3.0 The Harlandale Independent School District reviews all Proposals and selects the Proposals reasonably qualified for selection of award.
- 4.0 The Harlandale Independent School District and proposer(s) enter into discussions, negotiations, and clarification of Proposals as necessary.

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- 5.0 Per CH (LOCAL), a recommendation to the Harlandale Independent School District Board of Trustees for Proposal award.
- 6.0 A purchase order/contract is executed with the successful proposal.

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STATEMENT OF WORK

Background

The Harlandale Independent School District serves about 12,000 students with two traditional high schools, the STEM Early College High School, Frank Tejada Academy, four middle schools, 11 elementary schools, a facility for special needs and two alternate campuses.

Harlandale ISD is requesting proposals for Medicaid reimbursement services. The current Medicaid Billing & School Health Related Services (SHARS) vendor is MSB School Services. MSB's current rate is 7%. The District has received the following revenue for the past 3 years:

18/19: \$4,212,954.39
19/20: \$3,501,990.69
20/21: \$3,385,855.20
21/22: \$3,997,469.44
22/23: \$5,707,745.17

Approximately 85% of the students in the District are Medicaid eligible with 90% of Individualized Education Plan (IEP) students with parental consent for Medicaid. The District currently has 418 service providers.

The District is requesting turnkey/all-inclusive pricing and rate structures. This includes but is not limited to initial setup pricing and on-going training services. The District will not reimburse or pay for travel, rentals, hotels, meals, flight, per diem, etc. Invoices with these and other previously undisclosed/hidden charges will be rejected without consideration.

All contract amendments shall be submitted with your firm's proposal prior to the posted deadline. Please note and explain the contract deviation on the appropriate Mandatory Form. Non-conforming terms and conditions may be grounds for proposal disqualification.

All selected proposals will be contingent upon available funds.

Statement of Work

Harlandale ISD is requesting proposals for Medicaid reimbursement services to include but is not limited to the following:

1. Manage students' services and provide billing to Medicaid for eligible SHARS services.
2. Train teachers and district employees on how to submit billing. Electronic billing preferred.
3. Provide the district with students who are eligible to participate in SHARS reimbursement.

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4. Assist the Financial Office and the Special Education Department in preparing the Cost Report.
5. Assist the district in monitoring parent permission for billing.
6. Provide the district current information regarding rules and regulations associated with billing for Medicaid.
7. Assist the district in responding to and compiling data for any audits.
8. Provide monitoring and correction to billable services, including investigations of denied claims.
9. Measures in place to ensure compliance with laws governing Medicaid billing
10. Customer service procedures to meet the needs of the district, including training of staff
11. Provide information regarding your services for requesting reimbursement through SHARS.
12. Bidder should include cost of initial set up of software program, cost of initial and ongoing training, monthly and/or annual service fees.
13. Provide information about how to migrate current SHARS data to new program (if applicable).
14. Provide information regarding the process to send/receive data from the vendor to the district.
15. Design optimal solution within the process to recover reimbursements more efficiently, effectively, and comprehensively.
16. Compile optimal process flows in web-based application and/or native mobile application with point-and-click, limitless drill down functionality.

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VENDOR QUESTIONNAIRE

1. Is there an automated process for send/receiving data from our SIS? If not, how is the data transmitted?
2. Describe Vendor's training program with District staff and a proposed schedule of topics and include any proposed training literature or materials.
3. Describe the scope of training opportunities Vendor will make available to district, as needed.
4. Detailed document process that follows state and federal regulations.
5. Describe your solutions for clinical notation to industry standard process flows, including exceptions handling. Must allow service providers to track services through a web-based application and a native mobile application.
6. Detailed solution for local, on-site training and support to school personnel. Include accessibility and availability of both on-site training and off-site support. Include process and timeline for new personnel after initial contract: training plans for those added prior to and during a school year.
7. Compile optimal process flows in web-based application and/or native mobile application with point-and-click, limitless drill down functionality.
8. Materials and resources identified necessary to complete claims process to complete the billing process, eSped and your company have to work together. Describe what your responsibility in this process is. Describe what eSped's (the District's documentation software) responsibility would be.
9. Describe safeguards your company would have in place to insure timely and accurate billing.
10. SHARS rules and regulations change. How do you keep districts informed of these changes?
11. How does your company handle entering specialized transportation services?

****Please address each question in detail****

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
12115 SE LOOP 410 • San Antonio, TX 78221 • (210) 989-4800 • Fax (210) 921-4400
Proposal Submission Requirements

Proposals shall be organized in the following manner:

- A. Statement of Qualifications, Experience & Certifications**
- B. Description of Ability to Provide Services/Firm Resources (material & personnel)**
- C. Description Performance on Past Representative Projects (references and past projects.)**
- D. Vendor Questionnaire**
- E. Pricing Schedule/Bid Form**
- F. Mandatory Forms**
- G. HUB Certification**

HARLANDALE INDEPENDENT SCHOOL DISTRICT
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PRICING SCHEDULE/BID FORM

Description of Service/Product	Unit of Measure	Quantity	Unit Price	Extended Cost* (Year 1)	Extended Cost* (Year 2)	Extended Cost* (Year 3)	Extended Cost* (Year 4)	Extended Cost* (Year 5)
1.			\$	\$	\$	\$	\$	\$
2.			\$	\$	\$	\$	\$	\$
3.			\$	\$	\$	\$	\$	\$
4.			\$	\$	\$	\$	\$	\$
5.			\$	\$	\$	\$	\$	\$
6.			\$	\$	\$	\$	\$	\$
7.			\$	\$	\$	\$	\$	\$
8.			\$	\$	\$	\$	\$	\$
9.			\$	\$	\$	\$	\$	\$
10.			\$	\$	\$	\$	\$	\$
11.			\$	\$	\$	\$	\$	\$
12.			\$	\$	\$	\$	\$	\$
13.			\$	\$	\$	\$	\$	\$
		<u>TOTAL COST:</u>		\$	\$	\$	\$	\$

***Pricing/rate structure shall be all-inclusive. The District will not reimburse or pay for travel, rentals, hotels, meals, flight, per diem, etc. Invoices with these previously undisclosed/hidden charges will be rejected without consideration.**

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
12115 SE LOOP 410 • San Antonio, TX 78221 • (210) 989-4800 • Fax (210) 921-4400
INVITATION TO PROPOSE

REPRESENTATIONS: By execution and submission of this proposal, the undersigned authorized representative of the contracting company indicated below hereby represents and warrants to the Harlandale Independent School District as follows:

That said person is authorized to enter into contractual relationships on behalf of the contracting company indicated below, and

That said person has read and understands this Sealed Proposal, the accompanying General Terms and Conditions, General Proposal Specifications, and Proposal Form(s) and that this proposal is made in accordance with the provided documents, and

That said person proposes to supply any products and/or services submitted under this Sealed Proposal at the prices quoted and provided and in strict compliance with the proposal documents and

That if any part of this proposal is accepted, said person and company will furnish all products and/or services awarded under this proposal at the prices quoted and provided and in strict compliance with the proposal documents and

That the Harlandale Independent School District or any representative or agent of the Harlandale Independent School District is authorized by the undersigned to contact any firm, institution, and/or person to obtain information about the firm's services, financial condition, and/or any other information Harlandale Independent School District may deem necessary.

Name of Company

Date of Submittal

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone and Fax No. of Authorized Representative

Position or Title of Authorized Representative

Delivery Date

Payment Terms

EMAIL ADDRESS: _____

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM MUST BE RETURNED WITH PROPOSAL – COMPLETE AS INDICATED
NO CONFLICT – Line 1: Company Name; Line 3: None; Line 7: Sign and Date
CONFLICT – Line 1: Company Name; Lines 2, 3, 4, 5, & 6: Answer Questions; Line 7: Sign and Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> Date Received </td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>				
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>				
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>				
<p>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.</p> <p style="margin-top: 20px;">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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 20px;">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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>				
<p>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.</p>				
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>				
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>				

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
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NON-COLLUSION STATEMENT

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.”

VENDOR _____

ADDRESS _____

PHONE AND FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINT NAME) _____

POSITION WITH COMPANY _____

**SIGNATURE OF COMPANY
OFFICIAL AUTHORIZING
THIS PROPOSAL** _____

**COMPANY OFFICIAL
(PRINT NAME)** _____

OFFICIAL POSITION _____

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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 of operator of the business entity has been convicted of a felony. The notice must include a general description of the conduit resulting in the conviction of a felony.”

Subsection (b) states, “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: _____
(PRINT OR TYPE)

AUTHORIZED COMPANY OFFICIAL’S NAME: _____
(PRINT OR TYPE)

****SIGN ONLY A, B, OR C****

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

SIGNATURE OF COMPANY OFFICIAL

B. My firm is not owned 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.

Details of Conviction: _____

SIGNATURE OF COMPANY OFFICIAL

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CONTRACTOR & SUBCONTRACTOR CERTIFICATION OF CRIMINAL
HISTORY RECORD INFORMATION

Each Texas public school district must receive certification from any entity with which it contracts to provide services regarding the fact that the entity has obtained the following for all employees who have or will have “continuing duties related to contracted services;” and have “direct contact with students” before employing or immediately after employing or securing the services of the individual:

A name-based criminal history background checks on all employees hired before January 1, 2008;

A national criminal history record information review on all employees hired on or after January 1, 2008, which may include fingerprints and photographs.

“Continuing duties related to contracted services” – work duties that are performed pursuant to a contract to provide services to a school district on a regular, repeated basis rather than infrequently or one time only.

“Direct contact with students” – The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide the opportunity for unsupervised interaction with an individual student, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides the opportunity for unsupervised contact with students such as, without limitation, the provision of individualized coaching, tutoring, or other services.

19 TAC § 153.1101

At a minimum, the required criminal history record information shall be obtained via HISD’s HR Job Listing website for all on site personnel:

<https://harlandale.tedk12.com/hire/ViewJob.aspx?JobID=610>

The school district may not allow any employee of the entity or an individual to serve at the district if information obtained through this review verifies that the employee has been convicted of one of the following and at the time of the offense, the victim was under 18 years of age or was enrolled in a public school:

- (1) A Title 5 felony offense;
- (2) An offense requiring the individual to register as a sex offender; or
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony in the state of Texas or that would require registration in the Texas sex offender databank.

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND & WILL COMPLY WITH
THE STATE OF TEXAS’ CRIMINAL BACKGROUND CHECK REQUIREMENTS:**

SIGNATURE OF COMPANY

OFFICIAL AUTHORIZING THIS BID: _____

COMPANY OFFICIAL

(PRINT NAME): _____

OFFICIAL POSITION: _____

HARLANDALE INDEPENDENT SCHOOL DISTRICT
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DEBARMENT AND SUSPENSION CERTIFYING STATEMENT

In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 the contracted certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

The Harlandale Independent School District hereby agrees to abide by the aforementioned terms and conditions.

VENDOR NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

COMPANY OFFICIAL
(SIGNATURE) _____

COMPANY OFFICIAL
(PRINT NAME) _____

POSITION WITH COMPANY _____

HARLANDALE INDEPENDENT SCHOOL DISTRICT
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DEVIATION/COMPLIANCE FORM

The Harlandale Independent School District requires that if the undersigned bidder/proposer intends to deviate from either

- General Terms and Conditions
- General Bid/Proposal Specifications
- Bid/Proposal Specifications
- Mandatory Forms
- Digital Resources Contract
- EDGAR Certification
- Form of the Agreement\PO Contracting Methodology

All such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Harlandale Independent School District shall consider any deviations in its bid/proposal award decisions, and the Harlandale Independent School District reserves the right to accept or reject any bid/proposal based upon any deviations indicated below or in any attachments and/or inclusions.

In the absence of any deviation entry on this form, the bidder/proposer assures the Harlandale Independent School District of their full compliance with the General Terms and Conditions, General Bid/Proposal Specifications, Construction Contract and all other information pertinent and contained in this Bid/Proposal.

DEVIATIONS

(Check One)

☐ **YES**, please list below

☐ **NO**

List any and all deviations submitted by your company below *(if additional space is required please provide attachments):*

NAME OF COMPANY

DATE OF SUBMITTAL

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE

POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
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IN-STATE CERTIFYING STATEMENT

A “**NONRESIDENT PROPOSER**” means a proposer whose principal place of business is not in the State of Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

(Check One)

☐ I certify that my company is a “**RESIDENT PROPOSER**”.

COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

☐ I certify that my company qualifies as a “**NONRESIDENT PROPOSER**”

Indicate the following information for your “**RESIDENT STATE**” (State principal place of business is located in):

COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

1. Does your “**RESIDENT STATE**” require proposers whose principal place of business is in the State of Texas to underbid proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“**RESIDENT STATE**” means the state in which the principal place of business is located)

☐ YES

☐ NO

2. What is the prescribed amount or percentage? \$ _____ or _____ %

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(PRINT OR TYPE NAME AND TITLE)

HARLANDALE INDEPENDENT SCHOOL DISTRICT
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HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
CERTIFYING STATEMENT

Proposing companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal.

(Check one)

☐

I certify that my company has been certified by the State of Texas as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. *(Please provide documentation for recognition as a HUB).*

☐

My company has NOT been certified by the State of Texas as a Historically Underutilized Business (HUB),

NAME OF COMPANY

DATE OF SUBMITTAL

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE

POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
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MINORITY BUSINESS ENTERPRISES (MBEs) AND WOMEN BUSINESS
ENTERPRISES (WBEs) CERTIFYING STATEMENT

A continuing goal of the District is to increase the participation by Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) in all phases of the District's procurement practices and to provide them equal opportunities.

The term "minority business enterprise" means a business, at least 51 percent of which is owned, controlled and managed by minority group members. Minority group members are Blacks, women, Spanish-surnamed Americans, American Indians, Aleuts, Asians and other socially or economically disadvantaged groups.

(Check One)

<input type="checkbox"/>	I certify that my company is recognized as a Minority Business Enterprise (MEB) <i>(Please provide documentation for recognition as a MBE).</i>
<input type="checkbox"/>	I certify that my company is recognized as a Women Business Enterprise (WBE). <i>(Please provide documentation for recognition as a WBE).</i>
<input type="checkbox"/>	I certify that my company is not recognized through neither affiliations listed above

 NAME OF COMPANY

 DATE OF SUBMITTAL

 ADDRESS

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 CITY, STATE, ZIP

 PRINTED NAME OF AUTHORIZED REPRESENTATIVE

 TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE REPRESENTATIVE

 POSITION OR TITLE OF AUTHORIZED

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
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TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. This form must be completed and returned with your proposal.

The undersigned verifies that: _____
(Insert Company Name Here)

1. does not boycott Israel; and
2. will not boycott Israel during the term of the contract.

DATED this _____ day of _____, 20____.

Signature of Company Representative

Printed Name of Company Representative

Definitions per Section 2270.001:

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

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SB 252 VERIFICATION FORM

I, the undersigned vendor, do hereby certify and verify that Contractor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

The undersigned verifies that: _____
(Insert Company Name Here)

- 1. does not have contracts; or
- 2. provide supplies or services to Foreign Terrorist Organizations.

DATED this _____ day of _____, 20____.

Signature of Company Representative

Printed Name of Company Representative

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ERRORS AND OMISSIONS STATUS FORM

List your firm or individual's from your firm who have been involved in any errors or omissions claims within the last 5 years.

FIRM'S NAME: _____

NATURE OF SERVICES PROVIDED BY FIRM: _____

NAME OF FIRM EMPLOYEE INVOLVED IN CLAIM: _____

DATE OF CLAIM: _____

Describe in detail the nature of the claim, total amount of the claim, and amount paid by your Errors and Omissions Insurance.

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

If this does not apply to your firm certify below:

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals or key personnel have been party to any claims for errors or omissions within the last five years.

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PAST LITIGATION & SANCTIONS DISCLOSURE STATEMENT

	NO	YES
<p>1.a. Identify all claims, lawsuits or arbitration proceedings with respect to provision of goods or services, if any, brought by or against your firm within the last five (5) years.</p> <p>1.b. Describe all instances in which your firm was unable to complete the work or provide goods under a contract.</p> <p>1.c. Identify any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has your firm ever been sanctioned by any Local, State or Federal agencies? Please provide a description of such sanctions and the outcomes below.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Does your firm have pending or past litigation with Harlandale Independent School District (HISD)? Please provide a complete description of such litigation and outcomes below.</p>	<input type="checkbox"/>	<input type="checkbox"/>

Failure to honestly and completely disclose may subject your proposal to disqualification.

I hereby certify that the above statements are true to the best of my ability.

Company Representative Signature

Date

Company Representative (Type/Printed)

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
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DIGITAL RESOURCES CONTRACT

The Harlandale Independent School District ("District") requires agreement on the following terms with _____ ("Provider"). The terms below will supersede like terms in the Provider's contract, clickwrap agreement, terms, privacy policy, rules, etc. for a period ending on June 30, 2023. "District data" means information provided, submitted, or made available to the Provider. "District data" also includes content and behaviors created by District users in using the Provider's service and recorded and stored by the service including student, staff, and aggregated data that creates a separate and distinct District data profile.

- Submission of District data is never considered as barter for products and/or services and the District never relinquishes ownership of any data provided. District data cannot be sold or shared with any other providers/ subcontractors/partners/third parties except for purposes of providing contracted services and for complying with law enforcement. This item applies to all providers.
- The Provider's cyber infrastructure must meet or exceed principles of the Texas Department of Information Resources cybersecurity framework specifications as stated in Texas Education Code Section 11.175, the NIST cyber security framework version 1.1, or a mutually agreed upon comparable cyber security framework. This item applies to all providers.
- The Provider must have sufficient liability or cyber insurance. This item applies to all providers.
- The Provider's products and/or services must be compatible with the latest stable versions of Google Chrome OS, Apple iOS, MacOS, and/or Microsoft Windows 10/11 OS. This applies to all providers whose product or service installs into any of these operating systems.
- The Provider's product/services must be compatible with the latest stable versions of the Chrome, Safari, Edge, and/or FireFox browsers. This item applies to all provider's websites, browser-based services, apps, extensions, and add-ons.
- If the Provider utilizes JavaScript or JSON coding, this coding must not allow tracking of keystrokes and must not support cross-site scripting (XSS). This item applies if the Provider utilizes JavaScript or JSON in all or part of the product, service, website, apps, extensions, or add-ons.
- None of the Provider's products and/or services should include the end-of-life technologies, Flash or HTTP protocol. This item applies to all providers.
- The service must provide at least an availability level of 99.9% uptime, a latency level of less than 50ms at origination point, and an API error rate of less than 0.5%. This

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applies to all providers of cloud-based/web-based services, apps, extensions and add-ons.

- All District data submitted in conjunction with the Provider's product/service must be encrypted at the AES-256 industry standard level or better at all times. This applies to all providers who handle, process, or store District data.
- All District data provided in conjunction with the Provider's product/service must be stored (including backups) in direct United States jurisdiction at all times. This item applies to all providers who store District data.
- The District requires compatibility with SAML v2.0 if the Provider offers a SAML feature.
- All intellectual property involved with the product /service must be owned by or properly licensed by the Provider. This item applies to all providers.
- All Provider product/services that include the handling and storage of student data/records must be FERPA compliant. This item applies to all providers who handle, process, and/or store student data.
- All Provider web sites must be COPPA compliant for students under the age of 13 years. This item applies to providers whose product/service requires District student accessibility to the Provider's web sites or online services.
- All communication between the Provider and District students must be PPRA compliant. This applies to providers who communicate directly to the District's students.
- Data breaches and leaks involving District data on the Provider's side must be handled in accordance with the Texas Education Code section 11.175 and Texas Business and Commerce Code chapter 521. This item applies to all providers who handle, process, or store District data.
- The legal jurisdiction and recourse venue for data breaches and leaks involving District data on the Provider's side is the State of Texas. This item applies to all providers who handle, process, or store District data.
- In the event of a data breach or data leak, the Provider must notify the District at cybersecurity@myhisd.net at the same time the provider notifies the State of Texas based on prevailing Texas law. This item applies to all providers who handle, process, or store District data.
- The Provider will supply all information required to install and/or implement their product/service correctly and efficiently at start-up. This item applies to all providers.
- The Provider agrees to anonymize and destroy all District data, data backups, and District data in all file-sharing accounts within 30 days of the District exiting the

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product and/or services. This item applies to all providers who handle, process, or store District data.

- The Provider must offer an online point of contact or a toll-free telephone number for support. Support must be available a minimum of Monday – Friday, 8am – 5pm (Central Time USA). The District requires the Provider to affect reasonable efforts to provide assistance within 24 business hours after notification by District staff. This applies to all providers.
- The Provider’s product and/or online services are to be delivered via a turn-key “All Solutions Provider” model. All terms above must apply as stated to all of the Provider’s partners and subcontractors involved with the product/service provided to the District.

_____ agrees to this addendum.

Print Name

signature _____

date _____

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EDGAR CERTIFICATIONS

This EDGAR Certifications is made a part of a contract ("Contract") between the Harlandale Independent School District ("Harlandale ISD" or "District") and the vendor ("Vendor"), where such contract and Vendor are referenced on the last page of this Contract. The following certifications and provisions are required and apply when Harlandale ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of any separate Agreement and the terms of the underlying Agreement, the terms of this contract shall prevail.**

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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(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)

Termination for Cause: Pursuant to Federal Rule (B) above, when Harlandale ISD expends federal funds, Harlandale ISD reserves the right to immediately terminate any contract 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.

Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts: Performance by Harlandale ISD under the Contract for years subsequent to the current may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

Termination for Convenience: Harlandale ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Harlandale ISD believes in its sole discretion that it is in the best interest of Harlandale ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Harlandale ISD shall compensate Vendor for any work performed and accepted and goods accepted by Harlandale ISD as of the termination date. Any award under this procurement process is not exclusive and

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Harlandale ISD reserves the right to purchase goods and/or services from other vendors when it is in Harlandale ISD's best interest.

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

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

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(E) 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 Harlandale ISD, Vendor certifies that during the term of an award for all contracts by Harlandale ISD resulting from this procurement process, 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.

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(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award

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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 Harlandale ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Harlandale ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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.

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.

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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.

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

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Harlandale ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it 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.

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CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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CERTIFICATION OF COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS Act

This subpart prescribes policies and procedures for applying the requirements of [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards (the statute) to contracts that may require or involve laborers or mechanics. In this subpart, the term "laborers or mechanics" includes apprentices, trainees, helpers, watchmen, guards, firefighters, fireguards, and workmen who perform services in connection with dredging or rock excavation in rivers or harbors, but does not include any employee employed as a seaman.

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CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Harlandale ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Harlandale ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books,
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documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Harlandale ISD shall be bound by the foregoing terms and conditions.

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BY SIGNING BELOW, THE VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor’s Business Name:

Address, City, State, and Zip Code (Principal place of business):

Printed Name of Authorized Representative:

Title of Authorized Representative:

Phone Number: _____ **Email Address:** _____

Signature of Authorized Representative: _____ **Date:** _____