

EDGEWOOD INDEPENDENT SCHOOL DISTRICT



REQUEST FOR PROPOSALS (RFP)

**ELEVATOR MAINTENANCE SERVICES
PROPOSAL DUE DATE
FEBRUARY 2, 2023, BY 3:00PM (CST)**

ENVELOPE MUST BE ADDRESSED TO:

**EDGEWOOD ISD
1930 HERBERT LANE
SAN ANTONIO, TX 78227**

RFP-23-008: ELEVATOR MAINTENANCE SERVICES

ATTN: PURCHASING DEPARTMENT

Dear Vendor,

The Edgewood Independent School District (“EISD” and/or “District”) is soliciting sealed proposals for **Elevator Maintenance Services** for various campus locations as more fully set-out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposal (“RFP”). An original and three (3) copies of the proposal must be submitted in accordance with the instructions set out herein to:

Edgewood Independent School District
1930 Herbert Lane
San Antonio, Texas 78227
Attn: Purchasing Department
RFP-23-008 Elevator Maintenance Services

The original proposal must be labeled “ORIGINAL” and MUST contain original signatures. The copies of the original must be labeled “COPY.” Each proposal and copy must be labeled on the outside with the Proposer’s name and address as well as the RFP number and name. In addition to the paper documents, please provide responses in an electronic version in Microsoft Word or Excel (i.e., CD or USB drive) and include the electronic version with the original proposal response.

Proposals must be submitted to the address referenced above by **February 2, 2023, by 3:00PM (CST)**. Note, late proposals will not be accepted and will be returned unopened. A more detailed timeline is set out in Section I: Instructions, Submission Requirements, and Procedures Section of the RFP. Proposals will remain sealed until the due date and time to avoid disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period, if applicable. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP.

Faxed or emailed proposals will not be accepted. Proposals must be submitted with sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. EISD will not be responsible for proposals delivered late by the United States Postal Service or any other delivery or courier services. All proposals and pricing shall remain valid for one hundred-twenty (120) days from the proposal due date pending acceptance by EISD’s Board of Trustees.

The District will award this RFP to a single respondent, multi-supplier award, or line-item award based which provides the Best Value to the District upon the evaluation of all proposals received. More details regarding evaluation of proposals are included in Section III: Scope of Work, Specific Conditions, and Questions Section of this RFP.

Respectfully,

Karen McInvale
Assistant Manager
Edgewood Independent School District
1930 Herbert Lane
San Antonio, Texas 78227

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SECTION 1 GENERAL INFORMATION

1.1 INTRODUCTION

Edgewood Independent School District (“EISD”) is soliciting competitive responses to this Request for Proposal (“RFP”) for **Elevator Maintenance Services** at various EISD Campuses on an as needed basis. EISD will engage the services of an outside vendor as an independent contractor to provide the aforementioned services. The selected vendor must demonstrate competence in providing these services and must have the qualifications necessary to perform scope of work outlined in the RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the District.

1.2 DISTRICT INFORMATION

Edgewood Independent School District is located on the West side of San Antonio, Texas. Today, over 20 schools and programs with over 8,000 students call Edgewood home. Even though the present Edgewood ISD became “independent” in January 1950, its formation can be traced back to 1905. Each generation remembers Edgewood differently from the next, but one universal truth remains.

1.3 CONTRACT TERM

The term of the executed Agreement will be for an initial one (1) year term from the effective date. After the initial term, the contract may be extended, at the discretion of EISD for additional one (1) year terms not to exceed five (5) years with Board of Trustees approval.

1.4 RESULTING CONTRACT

It is the intent of the District to have the ability to have a Contractor provide **Elevator Maintenance Services** for various District campuses in accordance with the scope of work outlined in this RFP.

1.5 DEFINITIONS

- Request for Proposal (RFP): A formal solicitation requesting submittal of a proposal in response to the required scope of services that usually includes some form of a cost proposal.
- Addendum: An addition or supplement to a solicitation document. Also, a modification in the specifications issued by EISD. Addenda are issued prior to the proposal opening date.
- Proposal: An offer to contract submitted by a Respondent in response to the RFP.
- Respondent: The individual, partnership, corporation, or other entity that submits a response to this RFP.
- Vendor: A supplier of goods and/or services that is awarded and enters into contract with EISD.

- Best and Final Offer (BAFO): The result of final negotiations with responsive vendors during the RFP process.
- Award: The act of accepting a bid, proposal, or offer; thereby resulting in a Contract between the parties.
- Contract: A written document referring to promises for which the law establishes enforceable duties and remedies between a minimum of two (2) parties. Also, the contract awarded as a result of this RFP and all exhibits thereto, this RFP, any addenda issued in conjunction with this RFP, the Vendor's proposal, any BAFO and the subsequent submission by Vendor, shall all be fully incorporated therein as exhibits.

1.6 BONDING

- a. Performance Bond is Required
- b. Payment Bond is Required

1.7 LOCATIONS

The model and manufacturers consist of Dover, Baxter, Otis and UNK however, there may be other models and manufacturers.

ITEM NO.	QTY	DESCRIPTION	\$\$\$
1.	1 EA	Edgewood Fine Arts Academy 607 SW 34 th Street San Antonio, TX 78237	
2.	2 EA	J. F. Kennedy High School 1922 S. General McMullen Dr San Antonio, Texas 78237	
3.	1 EA	Memorial High School 1227 Memorial St San Antonio, Texas 78237	
4.	1 EA	Gus Garcia Middle School 3306 Ruiz St San Antonio, Texas 78237	
5.	1 EA	Brentwood Middle School 1626 W. Thompson San Antonio, Texas 78237	
6.	1 EA	T-Stem (Truman) Academy 1918 NW 34th Street San Antonio, Texas 78237	
7.	1 EA	Brentwood SOI (Hoelscher) 1602 Thompson Pl. San Antonio, Texas 78237	
8.	1 EA	L. B. Johnson Elementary	

		6515 W. Commerce St San Antonio, Texas 78237	
9.	2 EA	Loma Park Elementary 400 Aurora Dr. San Antonio, Texas 78237	
10.	1 EA	Burleson Elementary 4415 Monterrey San Antonio, Texas 78237	
11.	1 EA	E. T. Wrenn Middle School 627 S. Acme Rd. San Antonio, Texas 78237	
12.	1 EA	Stafford Elementary 415 SW 36th Street San Antonio, Texas 78237	
13.	1 EA	Winston Elementary 2500 S General McMullen San Antonio, Texas 78237	
14.	1 EA	Edgewood Auditorium 607 SW 34th St San Antonio, Texas 78237	
15.	1 EA	Roy Cisneros 3011 Ruiz San Antonio, Texas 78237	
16.	2 EA	Coronado/Escobar-Girl Scouts 5622 w. Durango San Antonio, Texas 78237	
17.	2 EA	Emma Frey Building 900 S. San Eduardo San Antonio, Texas 78237	
18.	1 EA	Gardendale Pre-K 1731 Dahlgreen Ave. San Antonio, Texas 78237	
19.	2 EA	Perales Elementary 1507 Ceralvo St. San Antonio, Texas 78237 (1) Elevator and (1) Chairlift	
20.	1 EA	Roosevelt Elementary 3823 Fortuna Ct. San Antonio, Texas 78237	
21.	1 EA	Stafford ECE 611 SW 36th Street San Antonio, Texas 78237	
22.	1 EA	Veteran's Stadium	

		1650 W Thompson San Antonio, TX 78237	
23.	1 EA	Las Palmas Leadership for Girls 115 Las Palmas San Antonio, TX 78237	

TOTAL ELEVATORS: 28 GRAND TOTAL PER YEAR \$ _____

**SECTION 2
SCOPE OF WORK**

2.1 SPECIFICATIONS

- 1) All elevators under this contract shall be maintained in first class operation. All necessary material and labor will be furnished by the Vendor in order to comply with all requirements of current American Standard Safety Code (ANSI) A17.1 and 17.2 latest edition or revisions and all applicable Federal, State and local elevator ordinances, regulations and requirements.
- 2) The following items of elevator equipment are not included in this agreement: Refinishing, repairing or replacement of car ensure, hoist way door panels, frames and sills, car flooring and floor covering light fixtures and lamps, mainline power switches, brakes, underground piping, hydraulic cylinders and feeders to controller, and/or to make repairs or renewals by reason of negligence or misuse of the equipment beyond the control of the Contractor, except normal wear and tear.
- 3) All work is to be performed during regular working days unless otherwise specified below. For the purpose of this contract, normal working hours shall be defined as the hours of 7:00 a.m. to 3:45 p.m. Monday thru Friday of each week, holidays excepted. In addition to normal maintenance work Contractors may be required to furnish emergency service during and after normal working hours or when requested. Emergency service shall be completed within 24 of the service call be placed.
- 4) Contractor shall check the group dispatching system and make necessary tests to ensure that all circuits and time settings are properly adjusted, and the system performs as designed. Further the Contractor shall regularly and systematically examine, adjust, lubricate, as required and if conditions warrant, repair, or replace machine motor generator and controller parts including worn gears bearings, windings, commutators, rotating elements, contact coils, resistance for power unit, pump motor and controller.
- 5) The Contractor also agrees:
 - a) To keep the guide rails properly lubricated at all times, except where roller guides are used, and when necessary, top renew guide shoe gibs, or guide rollers when used, to insure smooth and quiet operations.
 - b) To equalize periodically the tension on all hoisting ropes.
 - c) To renew all wire ropes as often as necessary to maintain an adequate factor of safety,

and repair and/or replace conductive cables.

- d) To furnish lubricants as per original manufacturer's recommendations.
 - e) To make any adjustments, repairs, and replacement which may be advisable to make before the next regular examination.
 - f) To inspect and test all safety devices and governors, and equalize the tension on all hoisting ropes, as per the latest edition of American Standard Safety Code for Elevators. All tests shall be performed annually during the calendar month of August.
 - g) To level and check valves including relief valve, pilot lowering valves and/or any of parts thereof.
 - h) To examine, adjust and repack V-Belts, strainers, springs and gaskets.
 - i) To examine, adjust and lubricate as required controller relays contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit.
 - j) To repair and/or replace plunger, guide bearings.
- 6) The Contractor will maintain an office in the City of San Antonio, Texas or agree that if his service personnel are located elsewhere, that a mileage charge, whether local or outside the District will not be charged to the EISD. Also, Contractor shall maintain in a local warehouse inventory, a supply of spare and replacement parts; it is understood that such parts if defective will render the elevator inoperative or inoperable. This inventory will include, but not be limited to motor brushes, controller switch contacts, selector switch contact, solid state components, select tape or cables, door hangers rollers, hoist way limit switches, etc.
- 7) Materials and parts used shall be generally recognized in the trade as appropriate and safe for the specific use for which the manufacturers recommend as being most suitable. Any materials or parts used in complying with the contract must be equal to or better than on or in original equipment components or must be approved in writing by EISD.
- 8) The Contractor will submit with his bid a schedule showing the work to be performed, the frequency for conducting the necessary inspections, and scheduled maintenance, repair, and overhaul of each unit.
- 9) The Contractor agrees that no portion of the services specified shall be subcontracted to others without the express written consent/permission of EISD, and that with such consent all specifications, terms and conditions specified herein shall be complied with, the same as performed by the original contractor.
- 10) The Contractor will make available enough qualified personnel to perform maintenance service in accordance with this contract, i.e., the contractor shall maintain, in his employ during the term of this contract, a competent staff of qualified, certified, licensed, and thoroughly skilled/trained elevator maintenance personnel to assure expedient and efficient service.

- 11) The Contractor shall maintain on all elevators under this contract the originally specified speed in feet per minutes, the original performance time, including acceleration and retardation as designed and installed by elevator manufacturer and to make the necessary adjustments required maintaining the original door opening and closing time.
- 12) The contractor shall report to the campus office before beginning any inspections or other work on the units in order to be advised of any particular points requiring special attention. EISD reserves the right to accompany the Contractor while the Contractor is doing the required work. The Contractor upon completion of the work shall obtain a signature of the campus maintenance supervisor or his/her designee on an order or similar document that shows what was accomplished. A copy of this document shall be left for the campus maintenance supervisor.
- 13) The Contractor will make provisions for emergency call back on a
 - a) twenty-four (24) hour per day basis.
- 14) Callback, Emergency and Special Service Calls:
 - a) In the event of the failure of any covered elevator to operate properly, the Contractor shall maintain at all times office facilities, telephone and personnel to promptly dispatch experienced technicians to repair any reported elevator malfunction.
- 15) The Contractor shall respond to all calls within two (2) hours following notification. Continued failure to respond promptly or provide competent service will be cause for EISD to cancel the contract and require another contractor to perform the work at the expense of the original Contractor.
- 16) Work to be performed, PREVENTIVE MAINTENANCE:
 - a) The Contractor shall, as a minimum, monthly, perform preventive maintenance on the equipment covered, including examination, adjusting, and lubricating, cleaning repairing the equipment as follows:
 - b) Cleaning and oiling machine, motor, interlocks, and controllers. Greasing or oiling of guides, minor adjustments disclosed as reasonably necessary at the time of regular examinations, and furnishing the necessary lubricants, rope preservatives and wiping cloths.
 - c) The Contractor shall maintain hoist way, pit, machine room, and assigned elevator-contractor work space in a clean, orderly condition, free of dirt, dust and debris. Pits and machine space shall be kept dry at all times.
 - d) The elevator Contractor shall perform (as required) a Full load safety test and inspection and any other Safety tests required by all Federal, State and local codes. Copies of these test reports are to be forwarded to the EISD Director of Maintenance for record.
 - e) No work, parts or supplies, except those specified herein, are included in the monthly rate. Should any additional repairs be required, this work will be in addition to the contract price, at the Contractor's billing rate for labor and materials as specified in contract. Contractor shall submit a written quote covering required repair and must be approved in writing by the Director of Maintenance prior to work taking place.
- 17) REPORTS:
 - a) The Contractor shall prepare at least quarterly a typewritten
 - b) itemized report making recommendations of specific items of
 - c) repair or maintenance. Included in the report shall be a
 - d) summary of work that the Contractor perceives to be necessary a

- e) and which are not included in this contract.
- 18) The Contractor shall prepare and furnish quarterly, up-to
- a) date complete service log showing all parts, labor and
 - b) inspections performed on each elevator. The log shall be
 - c) kept in the elevator room and be available to EISD personnel for inspection at any time. A record of all callbacks and
 - d) any repairs (one report for each day during which work is
 - e) performed). These records shall indicate the time, date,
 - f) difficulty reported, and corrective measures taken to
 - g) eliminate all difficulties. Copies of these records shall be furnished to the Director of Maintenance. Contractor
 - h) shall insure that any and all wiring diagrams available or
 - i) stored in elevator machine rooms are property of EISD and
 - j) must remain in control room.
- 19) EISD maintains the option to add elevators to the contract
- a) at the rates mutually agreed upon after warranty services
 - b) have been fulfilled. EISD reserves the right to remove
 - c) units from service, by written notice, the contract will be
 - d) amended with terms and conditions to apply from the effective
 - e) dates and will be signed by both parties.
- 20) Additionally, Contractor must be able to perform the following services:
- a) Examine equipment for proper operation. Examination and adjustment will cover the following components:
 - a) Proper lubrication
 - b) Control and landing position systems
 - c) Signal fixtures
 - d) Power Units, pumps, valves, and jacks
 - e) Car and hoistway door operating devices and door protection equipment
 - f) Car frames and platforms
 - g) Safety Mechanisms
- 21) The Contractor shall provide full coverage parts and replacement
- a) The ability to provide full coverage parts and replacements for all components worn due to normal wear and tear. Items not to be covered include cosmetic and ancillary components of the elevator systems, including damages or repair of the cab enclosure, door frames, door sills, car flooring, power switches, below ground or unexposed piping (including jack, piston, and PVC), all communication or entertainment devices, security systems installed by third party air conditioners, heaters, pit pumps, and other parts replacement that cannot be controlled by adequate maintenance.
- 22) The Contractor shall provide a maintenance record and Maintenance Control Program made available in each machine room.
- 23) EISD requires a web based portal that monitors elevator performance by measuring callbacks and preventative maintenance visits.

- 24) EISD requires a 24-hour phone monitoring system and emergency call service, with representatives trained to handle elevator calls and access the situation and quickly dispatch a technician.
- 25) EISD requires availability for quick turn around on major repairs.
- 26) In the event of an increase in labor pricing, the yearly escalation incurred by the customer shall not exceed 2.5%, regardless of the percentage in pay rate to the elevator technicians per the I.U.E.C.
- 27) EISD requires that in the event of an emergency callback during normal working hours, with normal conditions, response time shall be no more than one hour.
- 28) Service requests are defined as any request for dispatch of an elevator technician to the location of equipment. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits. The elevator contractor agrees to respond to service requests during normal working days and hours at no additional charge. Overtime requests will be billed at a standard overtime rate.
- 29) Contractor must have documented history of extensive previous work with the given models of elevators possessed by the customer, as well as access to parts required for parts replacement.
- 30) Contractor must provide a list indicating the number of route mechanics, repair crews, service adjusters, and service department office personnel.
- 31) EISD requires that all wheelchair lifts will be subject to oil and grease contract coverage. Preventative maintenance will be performed regularly; however parts replacement will be the responsibility of the owner.

NOTE: The subject Scope-of-Work is on an “as needed basis.” There is no guarantee of vendor frequency utilization after contract award.

2.3 PERFORMANCE OF WORK

- a) The work shall be performed in a proper workman like manner to the complete satisfaction of EISD.
- b) Contractor shall protect all adjacent work, plants, etc., and shall make good all damage there to at his own expense.
- c) Contractor shall clean up as the work progresses and shall remove from the premises all debris resulting from this operation.
- d) Should it be found that the standards here specified are not satisfactorily maintained, EISD may immediately demand that the Contractor place elevators in condition to meet these requirements. If the Contractor fails to prosecute the work expeditiously under this contract then EISD may, by written notice to the contractor, terminate the contract and award the work to another company. The Contractor shall be liable for any damages thereby incurred by EISD including any additional cost as a result of awarding work to another company. Contractor's failure to comply with such a demand within a reasonable amount of time will constitute a Condition under which EISD may terminate the agreement.
- e) Vehicles and personnel must be identifiable when entering EISD property. The Contractor will

provide complete list of names (including supervisors) that may be on campus or in building inspecting or servicing elevator equipment.

- f) At any time after the contract is 120 days in existence, EISD reserves the right to engage an outside, licensed elevator examiner to provide a report on the operational status of the elevator serviced under this contract. The Contractor will be informed of the contents of this report.
- g) At all times service performed under this contract must be of high standard, quality and must conform to good trade practices; all service under the contract shall be rendered promptly and efficiently upon receipt of an official order or award.
- h) The Contractor shall procure at his own expense all necessary licenses and permits and shall conform to all Federal, State and local laws, regulations, and ordinances applicable to the execution of this contract. Further, the Contractor shall save and hold harmless and indemnify the State of Texas, Board of Trustees for Edgewood Independent School District, or its officers and employees against any and all liability, claims, and/or cost of any kind or nature for the injury to or death of any person or persons and for loss of services required under this agreement.

2.4 FULL MAINTENANCE AGREEMENT

Hydraulic Elevator Equipment and Electric Traction Elevator Equipment Protection Preventative and Remedial-Full maintenance service specifies a regular and systematic examination of the elevator equipment as specified herein and is to include necessary repairs and replacements throughout the life of the contract. Examinations are to be made on a regular basis or as necessity demands with service and inspection at least one time per month or as necessary to maintain the unit in good repair.

- a) Upon assumption of contract, within thirty (30) days after, Contractor shall submit a written report on operational status of each elevator, listing items NOT in compliance within elevator standards.
- b) Prospective bidders must provide beyond any doubt to the EISD Assistant Manager of Purchasing that they are duly qualified, capable, bondable, etc., to fulfill and abide by the specifications herein listed.

2.5 REVISION OF UNIT PRICES:

It is agreed that bid price may be superseded during the contract period only if such price revisions are the result of a Local Market/Labor Rate change and supported by documentation from NEII. (Note: Discount and/or "No Charge" items accepted as part of this bid are not subject to revision.) A written notice stipulating in detail the price revision must be furnished at least thirty (30) days before revised prices go into effect.

2.6 REVISION OF MANUFACTURER'S PRICE LIST:

If the bid will be based on manufacturer's price list(s), said price list(s) must denote the manufacturer's latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such price revisions are a result of a general industry price revision. (Note: Discount and/or "No Charge" items accepted as part of this bid are not subject to revision.) A written notice stipulating in detail the changes of a manufacturer's price list(s) must be furnished to EISD before revisions go into effect.

All work will conform to applicable Federal, State, Bexar County and City of San Antonio laws, regulations, codes and practices. Any permit requirements will be the responsibility of the contractor.

Bidders will indicate if progress payments are desired, and what milestones will be subject to progressive payments. If no progressive payments are indicated, the district will assume payment in full upon final completion. Additionally the district will keep retainage of 5% of the total contract value until final acceptance of the work.

Wages paid workers on this job must minimally adhere to the district's prevailing wage rate.

No asbestos in any form may be used in the manufacture or processing of any product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the contractor must notify the purchasing agent immediately for the name of a suitable substitute asbestos-free product.

SECTION 3 PROPOSAL CONTENT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below. The Proposal must be submitted with the following tabs.

3.1 PROPOSAL TABS

➤ **Tab 1 – Cover Sheet**

Indicate the RFP Number and Title, the name of the Proposer’s firm, address, telephone number, contact person, and email address.

➤ **Tab 2 – Proposal Submission Forms**

Complete and return Forms A thru H set forth in Section 4 of this RFP. The set of forms submitted in the proposal marked “ORIGINAL” requires original signatures. Copies of the forms bearing original signatures should be included in each additional proposal.

The forms should be submitted in the following order:

- Exhibit “A” Company Profile
- Exhibit “B” Execution of Offer
- Exhibit “C” Texas Ethics Commission Form 1295
- Exhibit “D” Antitrust Certification Statement
- Exhibit “E” Criminal History & Fingerprint Requirements
- Exhibit “F” Senate Bill 9 – Contractor Certification
- Exhibit “G” Texas Gov’t Code Chapter 2270
- Exhibit “H” Conflict of Interest Questionnaire
- Exhibit “I” Pricing and Service Affirmation
- Exhibit “J” Cost / Price Schedule
- Exhibit “K” Exception Request
- Exhibit “L” References
- Exhibit “M” EDGAR Certifications
- Exhibit “N” Pricy Analysis

➤ **Tab 3 – Company Profile**

Indicate the number of people in your organization and their level of experience and qualifications and the percentage of their time that will be dedicated to this project. Include a qualification statement and resumes for project manager and others associated with this project. Provide a list of the Proposer’s four (4) current or former clients preferably with school experience. Include contact person, title, email, phone number, project description and project value.

➤ **Tab 4 – Scope**

Clearly describe the scope of the goods and/or services to be provided based upon the information in Section 3 (Scope of Work), Specific Conditions, and Qualifications sections stated in the RFP. Respond to each item listed.

- **Tab 5 – Questionnaire Response** (If questionnaires are supplied and a response is required) Respond to any questionnaire included in this RFP. If no questionnaires are submitted, this section should be left blank.
- **Tab 6 – Invoice Procedures**
Describe the firm’s invoicing procedures and include documentation identifying all Proposer’s fees. Include any payment discounts that Proposer offers such as a 2% discount at 10 days after net 30 or 5% discount paid at 7 days after net 30.
- **Tab 7 – Pricing**
Any and all pricing information, including any alternate pricing proposals that may be acceptable for some projects, must include a hard copy of Form D (Price Schedule) in this section, if applicable. If a Price Proposal Form is included, that form **MUST** be used to submit proposed pricing.
- **Tab 8 – Addenda**
Insert all executed / acknowledged copies of Addenda, if applicable, under this section.

3.2 PROPOSAL SUBMISSION

The Proposer(s) should propose their lowest and best price (as applicable) on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set-out in this RFP. All prices shall be entered in the proposal legibly. All required signatures shall be original in ink. Failure to manually sign the required forms of the proposal may result in rejection of the Proposer’s submission response. A signed submitted proposal constitutes an offer to perform the work and/or the product(s) specified in this RFP.

Proposed prices should be firm (fixed). However, if the Proposer(s) believes it necessary to include in their price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted in the Exception Form (Form C). The economic price adjustment should give the maximum price increase or decrease (either % or \$ amount) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternate.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer must include travel associated costs in their Proposal Price Schedule.

The District’s standard freight terms are F.O.B. (FREE ON BOARD), destination pre-paid, and allowed, for all competitive proposals. EISD may specify various and different locations within the District for “destination” during the term of the Agreement or extension of the term and prices

should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. IF the goods are not shipped in accordance with EISD's directions and the instructions set-out in the Agreement, the Proposer shall pay EISD any excess costs incurred by the District.

The Proposer is required to provide EISD with a menu of any optional services, if applicable. Each service must be paid separately and independent of any other services offered or rendered.

3.3 FINANCIAL INFORMATION

Proposer(s) may be required to submit a current audited financial statement. The Purchasing Department will determine the necessity of financial information. In the event the Proposer does not have an audited statement, other information such as unaudited statement or copies of the Proposer's federal income tax returns, with all amendments, may be required.

3.4 DISCUSSIONS / NEGOTIATIONS

Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, EISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by EISD and will include only those initial proposals that EISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as twenty-four (24) hours after completion of discussions/negotiations.

3.5 BEST AND FINAL OFFERS

Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

3.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by written or electronic notice received by the Purchasing Department prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer's authorized representative prior to the due date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the response packet.

SECTION 4 PROPOSAL SELECTION AND EVALUATION CRITERIA

4.1 PROPOSAL SELECTION

- A. Selection of the successful proposal in response to this RFP will be made using the competitive sealed proposal process. The selection of the successful proposal may be made by EISD on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternate, selection of the successful proposal may be made by EISD on the basis of negotiations with any of the Respondents. EISD shall not disclose any information derived from the proposals submitted by competing Respondents in conducting such discussions.

- B. At EISDs' sole option and discretion, EISD may discuss and negotiate all elements of the proposals submitted by the selected Respondent within a specific competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposals. Further action on proposals not included within the competitive range will be deferred pending the selection of the successful proposal; however, EISD reserves the right to include additional proposals in the competitive range if deemed to be in the best interest.
- C. After the submission of the proposal but before final selection of a vendor is made, EISD may permit a Respondent, or Respondents, within a competitive range the ability to revise their proposal(s) in order to obtain a Best and Final Offer (BAFO). A request for a BAFO is at the sole discretion of EISD and will be extended in writing. Award of a contract may be made without a BAFO.
- D. EISD is not bound to accept any proposal that is not Best Value and/or not most advantageous to EISD as determined solely by EISD.

4.2 EVALUATION INFORMATION

- A. EISD will utilize an evaluation team for the evaluation of the proposals. EISD may require a presentation before an award is made, and EISD reserves the right to use the presentation as an additional factor in the award process. EISD must be confident that Respondent proposal will meet the District's needs. EISD reserves the right to reject any or all proposals or to reissue the RFP in order to gain additional competitive proposals.
- B. The evaluation team will make an award based on the proposals that is determined to be the Best Value based on the criteria listed within this RFP.
- C. All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, EISD alone will determine whether the variance is significant enough to consider the proposal acceptable and therefore a candidate for further consideration.
- D. EISD reserves the right to consider past performance, historical information and fact, whether gained from the proposal, pre-proposal conference (if applicable), references, or any other source in the evaluation process. EISD reserves the right to reject any proposal at any time prior to the execution of a contract in the event reference checks prove unsatisfactory.
- E. This RFP does not commit EISD to select a Vendor or to award. Proposals that are qualified with conditional clauses or alterations, or items not called for in the RFP, or irregularities of any kind are subject to disqualifications.

4.3 EVALUATION CRITERIA & WEIGHTS

Each Proposal shall be evaluated by scoring based on the criteria below:

	Evaluation Criteria	Points
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1	Purchase Price – Proposal should offer a fair and reasonable price for services to be procured	30
2	Reputation of the vendor and of the vendor’s goods/services – Proposer should have a solid reputation with other ISDs, governmental agencies, or collegiate entities that show a high level of customer service and a high quality of goods/services.	20
3	Quality of the vendor’s goods/services – Services will be expected to meet and operate with minimal disruption in accordance with the outlined specifications.	15
4	Extent to which the goods/services meet the District’s needs	15
5	Vendor’s past relationship with the District	10
6	Vendor’s principal place of business is in the State of Texas or employees more than 500 people in this state.	5
7	Vendor classified as small, women-owned, disadvantaged and/or HUB business	5
	TOTAL POINTS	100

**SECTION 5
PROPOSAL SUBMISSION INFORMATION**

5.1 SCHEDULE OF EVENTS

Following are important dates regarding this RFP, the submission date stated is the absolute deadline. EISD reserves the right to change any of these dates if determined necessary. Any change to schedule of events that occur prior to the deadline for Respondents to submit Proposals will be issued by written Addenda.

Issue Date of RFP	January 13, 2023
Question & Answer Deadline	January 24, 2023, by 5:00PM (CST)
Addendum Issued	January 27, 2023, by 5:00PM (CST)
Proposal Due Date	February 2, 2023, by 3:00PM (CST)
Proposal Evaluations	February 3, 2023
Contract Award Notification	February 22, 2023

5.2 SUMITTAL DEADLINE AND LOCATION

All proposals must be received at the Edgewood Independent School District Purchasing Department **February 22, 2022, by 3:00PM (CST)** in a sealed envelope or box marked **“RFP-23-008 Elevator Maintenance Services.”** Proposal packages must clearly indicate company name and address and shall be sent to:

**Edgewood Independent School District
1930 Herbert Lane
San Antonio, Texas 78227
Attn: Purchasing Department**

Any proposal not received at the Purchasing Department by the stated date and time will be considered late and will be returned to the Respondent unopened. E-mailed, telephone and/or facsimile (Fax) proposals are NOT acceptable.

Pursuant to the provisions of the Texas Government Code, sealed proposals will be received until

the date and time established for receipt. After receipt, only the names of Respondents will be made public. Prices and other Proposal details may only be divulged after award if one is made.

5.3 PRE-PROPOSAL CONFERENCE

Note: There will not be a Pre-Proposal Conference.

5.4 PROPOSAL CONTENT AND COMPONENTS

- A. Proposal responses must include Execution of Proposal signed by an authorized representative of the Respondent. Failure to sign the Executive of Proposal shall be basis for proposal disqualification.
- B. Respondents shall submit one (1) original proposal and three (3) hard copies. An electronic copy of the complete proposal on a USB drive shall be also submitted.
- C. Proposals should be prepared simply and economically, providing straightforward, concise information on the Respondent's ability to meet the requirements and specifications set forth in the RFP. Emphasis should be on completeness, clarity of content and responsiveness to the requirements and specifications set forth herein.
- D. Respondents should submit a proposal that represents their best offer, however, EISD reserves the right to request a Best and Final Offer if deemed necessary.
- E. Proposals with a wording similar to "refer to our literature," or "please see" may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted as part of the proposal and not just referenced. Any references in an answer to another location in the RFP materials will have specific page numbers and sections stated in the reference. EISD is not required to search through literature to find a response.
- F. The following must also be included as part of the proposal:
 - Company point of contact (lead)
 - Demonstrated experience and qualifications
 - References (minimum of 5) with complete contact information (name, title, company/school information, phone number, and email)
 - Copies of all addenda issued for the RFP, signed by representative

5.5 RFP CONTACT

Any questions regarding this Request for Proposal shall be directed in writing only to:

Purchasing Department
1930 Herbert Lane
San Antonio, Texas 78227
purchasing@eisd.net

Respondents must restrict all contact and questions regarding this RFP to the purchasing department.

5.6 INQUIRIES AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation or change to this RFP will be in writing by addendum. Only inquiries which are replied to by formal addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

5.7 CONFIDENTIAL INFORMATION

The District considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) after a contract is awarded.

Subject to the Act, Respondents may protect trade and confidential from public release. Trade secrets or other confidential information, submitted as part of a proposal, shall be clearly marked in (bold type, at least 14 point font) on each page where it appears. Parties will take reasonable precautions in protecting such information, provided that such information is clearly identified as proprietary or confidential.

Respondents are hereby notified that EISD strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of confidential information.

SECTION 6 TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFP and incorporated into any formal written agreement between EISD and the successful awarded Proposer(s).

6.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS

The Request for Proposals, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement Form(s), which may include, but are not limited to a written contract, agreement letter or Purchase Order constitutes the Agreement between the Supplier and the District (collectively, the, "Agreement") NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.

To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (form most to least authoritative) shall prevail: (I) District's Agreement (written contract, agreement letter or Purchase Order as applicable), (ii) RFP as provided by the District, to include all Addenda, and (iii) any Proposal provisions agreed to by the District, in the event a project is awarded to a Supplier and the Supplier requests changes to the Agreement, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

In the event of a license agreement (if applicable), or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the

District's discretion.

Unless otherwise provided or required by the District, a standard agreement which results from this RFP shall be for a period of one (1) year from Effective Date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for additional one (1) year term, or as otherwise stated in the Agreement. At the District's option, there may be an additional ninety (90) day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period. However, the District has the sole option not to renew the Agreement.

Renewal, if applicable, of the contract resulting from this RFP will be in accordance with Local Government Code §271.903 concerning non-appropriation of funds for multi-year contracts. The EISD's Board of Directors, or its designee, reserve the right to rescind the contract at the end of the fiscal year if it is determined that there are insufficient funds to extend the contract.

Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, terms and conditions as if the Agreement terminated at the expiration of that term.

EISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a Purchase Order shall be communicated to the awarded supplier by the issuance of a Purchase Order change/amendment. Only the EISD Purchasing Department may make a change to the Purchase Order by issuing and sending an updated Purchase Order to the awarded supplier.

Once the performance of the Agreement has begun, any change order(s) to requests will be made in accordance with the Texas Education Code Section §44.0411 and applicable EISD procedures and policies. Unless indicated otherwise in the Agreement, only the Purchasing Department is authorized to make changes to the Agreement with the approval of the Board of Directors. If a Proposer acts on the discretion of a District employee that is not authorized to make changes, Proposer does so at their own risk or peril and possible termination of the Agreement for cause. Also, if a Supplier attempts or receives a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at their own risk or peril and risks termination of the Agreement for cause.

6.2 QUANTITY

There is not guaranteed amount of business expressed or implied to be purchased or contracted for by EISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.

6.3 NON-ASSIGNMENT

The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods/services awarded to Supplier pursuant to this RFP.

6.4 USE OF DISTRICT NAME OR LOGO(S)

Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Purchasing Department.

6.5 AUTHORIZATION / PERMITS

The Supplier must have and maintain during the term of the Agreement current licenses, permits, fees and similar authorizations required by the City of San Antonio, Bexar County, and the State of Texas, where applicable, to conduct business and provide awarded goods/services to the District. Upon the request of the District, Supplier must provide copies of all such licenses, permits, and fees as being paid for type of business they are seeking to provide to the District.

6.6 SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS

Pursuant to Sections §22.085 and §22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services, and who have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employees or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS 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.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section §22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into a contract or cancel the contract.

WARNING: Section §44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate the awarded contract if the District determines that the person or business entity failed to give notice as required by Section §44.034(b) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the contract.

6.7 CONFLICT OF INTEREST DISCLOSURE

Pursuant to Chapter §176, Texas Local Government Code, vendors doing or seeking to do business with EISD must submit a Conflict-of-Interest Disclosure Form if they have a business relationship as defined by Section §176.001(1-a) with a local government entity and meet the disclosure requirements of Section §176.006(a). A person commits an offense (Class C Misdemeanor) if they knowingly violate Section §176.006, Local Government Code, The District's Electronic Conflict of Interest Disclosure Form can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.net>

6.8 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts executed by the EISD Board of Directors', regardless of dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Additional information can be found at:

[https://www.ethics.state.tx.us/filinginfo/1295/.](https://www.ethics.state.tx.us/filinginfo/1295/)

6.9 EDGEWOOD INDEPENDENT SCHOOL DISTRICT VENDOR VERIFICATION FORMS

All vendors submitting a response to a formal Bid, RFP, SOQ or any contract, contract amendments, renewals or change orders are required to complete the forms within this document.

6.10 SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION

The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to checking Supplier's invoices, authenticating the origin, Safety and Data Sheet (SDS), shelf life of products, and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform such reviews or audits. EISD or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U.S. Government or the State of Texas, all documentation, including books and records, shall be available for review and audit by the Comptroller General of the U.S. Inspector General of the federal sponsoring agency, and/or the State of Texas and its duly authorized representatives, including but not limited to the State Comptroller of Public Accounts.

6.11 CONFIDENTIAL AND PROPRIETARY INFORMATION

The District and the Supplier may provide technical information, documentation, and expertise to

each other that is either (1) marked as being confidential, or (2) (if delivered in oral form) summarized in writing within ten (10) working days and identified as being confidential (“Confidential Information”). The receiving party shall be for a period of five (5) years from the date of disclosure: (I) hold the disclosing party’s Confidential Information in strict confidence, (ii) not publish or disclose the disclosing party’s Confidential Information to anyone other than the receiving party’s employees on a need-to-know basis, except as previously authorized in writing by the disclosing party, and (iii) use the disclosing party’s Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party’s Confidential Information which (a) becomes publicly known through no wrongful act or omission of the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar non-disclosure obligations; (c) is rightfully received by the receiving party from a third party without similar non-disclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party’s Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intended to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

6.12 TEXAS PUBLIC INFORMATION ACT (TPIA)

Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of TPIA. Proposers must clearly and conspicuously mark any pages of their RFP response when they feel they are not subject to the TPIA as “PROPRIETARY AND CONFIDENTIAL.” In the event, that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Teas Attorney General’s Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Supplier further acknowledges that pages of their RFP response not clearly marked as “PROPRIETARY AND CONFIDENTIAL” may be released as part of a TPIA request without notice to Supplier.

6.13 WORK MADE FOR HIRE

All work resulting from this project shall be deemed “Work Made For Hire” as defined by the Unites States Copyright Law, and EISD retains sole ownership of all proprietary rights in and to al designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier’s personnel in the course of performing the work.

6.14 STUDENT CONFIDENTIALITY (if applicable)

Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written

consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

6.15 RETENTION OF PROPOSAL DOCUMENTATION

All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of EISD.

6.16 RESERVATION OF RIGHTS

The District reserves the right to reject any, and all proposals at its sole discretion and cancel the entire RFP in its entirety. The District reserves the right in its sole discretion to accept the proposal(s) it considers as Best Value and waive any, and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interest of the District.

6.17 DISPUTE RESOLUTION

6.17.1 Dispute resolution will begin with the Director of Facilities & Operations.

6.17.2 Any unresolved issues will be addressed by the selected Contractor, the Director of Facilities & Operations and the CFO.

6.17.3 While it is the District's desire to resolve and rectify all disputes timely and fairly, issues regarding unsatisfactory performance may result in payment being withheld until resolution.

SECTION 7 INSURANCE REQUIREMENTS

7.1 INSURANCE

Unless otherwise agreed to by EISD, the Supplier shall carry insurance with responsible carriers acceptable to EISD rated “A” or better. Best within minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance to EISD indicating compliance with this paragraph. With no intent to limit Proposer(s) liability or the indemnification provision set forth herein, the Proposer(s) shall provide and maintain certain insurance in full force and current at all times during the term of the awarded agreement and any extensions thereto.

INSURANCE TYPE	AMOUNT REQUIRED								
Automobile Liability – Covering any auto	\$1,000,000 Combined Single Limit								
Comprehensive (Commercial) General Liability – Including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution, and Blanket Contractual Liability Coverage; XCU exclusions to be removed when underground work is performed.	\$2,000,000 Aggregate, Occurrence & Personal Injury \$500,000 Fire Damage \$5,000 Medical Payments ➤ Per Project Aggregate ➤ Evidence of coverage must be shown on insurance certificate								
Professional Errors & Omissions Liability – may be required from all contractors and licensed or certified as professionals; (e.g., Engineers, Architects, Insurance Agents, Physicians, Attorneys, Banks, Financial Consultants, etc.).	\$1,000,000 Consultant on a limited basis in the are of student Support and staff development One time project limit for all other consulting services \$2,000,000 Occurrence & Aggregate Minimum \$5,000,000 Maximum Limit \$50,000 Deductible ➤ Retroactive Date – Preceding date of contract must be shown ➤ Extended Reporting Period – 3 years past contract completion								
Worker’s Compensation – Limits to comply with the requirements of the Texas Worker’s Compensation Act.	Statutory Limits								
Employer’s Liability	\$1,000,000								
Umbrella or Excess Liability – (Excess of primary General Liability, Automobile Liability, and WC Coverage B).	One time contract amount for all contracts exceeding: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Contract Amount</td> <td style="width: 50%;">Total Amount</td> </tr> <tr> <td>\$100,000</td> <td>\$2,000,000</td> </tr> <tr> <td>\$500,000</td> <td>\$10,000,000</td> </tr> <tr> <td>\$1,000,000+</td> <td>\$25,000,000</td> </tr> </table>	Contract Amount	Total Amount	\$100,000	\$2,000,000	\$500,000	\$10,000,000	\$1,000,000+	\$25,000,000
Contract Amount	Total Amount								
\$100,000	\$2,000,000								
\$500,000	\$10,000,000								
\$1,000,000+	\$25,000,000								

7.2 FORM OF POLICIES

The insurance may be in one or more policies and the form of which must be approved by the District.

7.3 INSURED PARTIES

Each policy, except those for Workers’ Compensation, Employer’s Liability, and Professional Liability, must name the District (and it’s elected and appointed officials, officers, agents, and employees) as Additional Insured parties on the original policy and all renewals during the term of the Contract.

7.4 DEDUCTIBLES

A policy may contain deductible amounts only if the District approves the amount and scope of the deductible. Proposer shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the District, its officers, agents, or employees.

7.5 CANCELLATION

Each policy must expressly state that it may not be cancelled, materially changed, or non-renewed unless thirty (30) days advanced notice of cancellation is given in writing to the District by the insurance company. Proposer shall give written notice to the District within five (5) days of the date upon which total claims by any party against Proposer reduces the aggregated amount of coverage below the amounts required by the Contract.

7.6 SUBROGATION

Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the District, its elected officials and appointed officials, officers, agents, or employees.

7.7 ENDORSEMENT OF PRIMARY INSURANCE

Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

7.8 DELIVERY OF POLICIES

All of the insurance required to be carried by Proposer hereunder shall be by policies that give thirty (30) days written notice to the District before they may be cancelled or materially changed. Within such thirty (30) day period, Proposer agrees that it will provide either suitable policy in lieu of those about to be cancelled or materially changed, so as to maintain in effect the coverage required. Failure or refusal of Proposer to obtain and keep in force the above required insurance shall authorize the District, at its discretion, to terminate the Contract at once.

SECTION 8 GENERAL PROVISIONS

8.1 TAXES

EISD is exempt from local, state, and federal taxes. In the event taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.

8.2 INVOICES/PAYMENT

EISD's standard payment terms are net thirty (30) days after receipt of goods/services and invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Unless otherwise specified, Supplier's invoices should be sent to Edgewood ISD, Accounts Payable, 1930 Herbert Lane, San Antonio, Texas 78227.

Invoices will be date and time stamped upon receipt in the Accounts Payable Department and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices must contain the appropriate EISD Purchase Order Number on the face of the invoice. Each line item on the invoice should contain the corresponding line-item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order Number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within thirty (30) days of providing goods and/or services to the District. In the event a Supplier presents the District with invoices, statements, reports, etc., that are incomplete, or in need of substantial internal research, may result in payment delay. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

8.3 BONDING

At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts for capital projects (\$100,000 for Performance Bond and \$25,000 for Payment Bond). The District will determine the necessity of Performance Bond and Payment Bond on a project-by-project basis. The Purchasing Department will advise potential Proposers if a particular project requires bonding.

8.4 GOVERNING LAW

Any Agreement resulting from this RFP shall be governed by, construed, and enforced in accordance with the policies of the EISD Board of Trustees, laws of the State of Texas without regard to the conflicts or choice of law principals thereof, and the Uniform Commercial Code. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any state court of competent jurisdiction sitting in the County of Bexar, State of Texas, shall be an appropriate place of venue and shall be the sole and exclusive place of venue to resolve any dispute with respect to the Agreement.

8.5 RELATIONSHIP OF THE PARTIES

It is understood and agreed that the Supplier is a separate legal entity from EISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of EISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services outlined in the Agreement and shall remain solely responsible for their supervision, daily direction, control, payment of salary, (including withholding of income taxes and social security), workers' compensation, disability benefits, and like requirements and obligations normally associated with employee status.

Supplier covenants and agrees to conduct itself with independent contractor status and that it will neither hold itself out as nor claim to be officer, partner, employee, or agent of EISD.

8.6 NO WAIVER OF IMMUNITY

The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into an Agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any Agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of EISD. No waiver of a breach of any provision of the contract and/or Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

8.7 INDEMNIFICATION

THE SUPPLIER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND EISD AND EACH OF ITS RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS, AND EXPENSES INCURRED BY EISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENCE ACT, ERROR, OMISSION, MIREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS/CONTRACTORS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

8.8 NOTICE

Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addresses set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses. Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

To: Supplier's Contact Name and Address as listed in Exhibit A

To: Edgewood Independent School District,
Attn: Purchasing Department 1930 Herbert Lane
San Antonio, Texas 78227

8.9 SECTION HEADINGS

The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions to the project.

8.10 THIRD PARTIES

Nothing relating to this project shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against EISD or the Supplier(s). Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either EISD or the Supplier.

8.11 TERMINATION

The District reserves the right to terminate the awarded Agreement without cause and for any reason resulting from this RFP upon thirty (30) calendar days prior written notice or five (5) days prior written notice for cause. EISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective in the event of termination prior to completion of the Project, compensation shall be prorated on the basis of work actually performed, and the Supplier shall only be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination unless otherwise mutually agreed upon by District and Supplier.

8.12 DEFECTIVE-CONFORMING WORK

If following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, EISD may order the Supplier to stop further work or any portion thereof until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of EISD's order to stop further work, as set forth above, EISD may cause the removal, repair, or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.

8.13 DEAFULT CONDITIONS

If the Supplier: (i) breaches any provision of the Agreement; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), EISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to the Supplier, EISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier's prior performance, satisfactory to EISD (at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by EISD as a result of Supplier default). In

the event of default, EISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternate source. The Supplier will be liable to EISD for all costs exceeding the Agreement price that EISD incurs in completing or procuring the services and goods as provided for in the Agreement. EISD's right to require strict performance of any obligation is the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

8.14 WARRANTIES

SUPPLIER EXPRESSLY WARRANTS THAT ALL GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS /SERVICES PROVIDED PURSUANT TO THE RESULTING AGREEMENT, ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S CHIEF FINANCIAL OFFICER.

8.15 USE BY OTHER GOVERNMENT ENTITIES

The Texas Education Code §44.031(a)(4) allows for government entities, state agencies, local governments, and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event EISD allows another governmental entity to join the Agreement, it is expressly understood that EISD shall in no way be liable for the obligations of the joining governmental entity.

8.16 UNENFORCEABLE SECTIONS

If any portion of this RFP, or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had been contained therein.

8.17 SUBCONTRACTING

The Supplier shall not subcontract services provided in this RFP without prior written approval by EISD.

8.18 WORK STOPPAGE

In no event shall EISD be liable or responsible to the Supplier or any other person for or on account of, any stoppage or delay in work.

8.19 HAZARDOUS MATERIALS

In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposure to any such substances as a result of the Supplier's activities.

8.20 BUSINESS ETHICS

During the course of the awarded project by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No gift(s) or gratuities, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any officials of EISD, its authorized agents and representatives, or to family members of any of them. At any time, the Supplier believes there may have been a violation of this obligation, the Supplier shall notify EISD of the possible violation. EISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to EISD's personnel or its authorized agents and representatives.

8.21 BUSINESS CERTIFICATES / EISD TAXES

All individuals or entities entering into a contract with EISD must adhere to the following applicable Texas Laws as they pertain to their individual type of ownership.

8.22 CORPORATIONS

Domestic (formed under Texas Law) or foreign (formed under laws of another state) shall be properly registered with the State of Texas and the Comptroller of Public Accounts as required by state laws. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current, and all Texas Franchise Reports and taxes are paid.

Partnerships, Joint Stock Companies, and Limited Liability Partnerships:

Domestic (formed under Texas Law) or foreign (formed under laws of another state) shall be properly registered with the Texas Secretary of State in accordance with applicable state laws. All partners in a Partnership must file a "Certificate of Limited Partnership" with the Secretary of State, which shall be made available for inspection upon request.

Entities Whether, Corporate, or Sole Owner must be current on EISD Property Taxes:

If commercial personal property is located within EISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Section §22.01 of the Texas "PROPERTY TAX CODE." In the event that a Proposer is, or subsequently becomes delinquent in the payment of school ad valorem taxes, such fact may be grounds for rejection of the Proposal, or if already awarded, the Contract/Agreement will be terminated without prejudice to the District. However, the District reserves the right to deduct any amounts owed for delinquent taxes from pending payments that the District may owe to the Supplier as a result of such Contract/Agreement.

8.23 ATTORNEY FEES

In connection with EISD's defense of any suit against it and/or EISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Agreement, in which EISD prevails as to all or any portion of its defense(s), claims, counterclaims, or actions, EISD shall be entitled to recover its actual Attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

8.24 COMPETITION INTENDED

It is the Districts' intent to maximize competition for all solicitations. It shall be the Proposer's responsibility to inform the District in writing if any language, requirement, specifications, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such information must be in writing and received not later than five (5) days prior to the date set for receipt/opening of proposals.

8.25 PROPOSER'S EXPERTISE

By submitting a Proposal and/or accepting a Purchase Order, Proposer represents that they are knowledgeable in the goods or services being offered including historical, current, and future market conditions and that the District can rely on this representation. Proposer will deliver products, goods and/or services per solicitation specifications, requirements, and deliverables.

8.26 DEBARMENT

By submitting a response to this RFP, the Proposer certifies that it is not currently debarred by the State Building and Procurement Commission, the District, or similar State/Federal Agency.

8.27 EXPENSES INCURRED IN PROPOSAL PREPARATION

The District will not be liable in any way for any costs incurred by the Proposer in the preparation of its response to the RFP nor the presentation of its Proposal and/or participation in any discussions and/or negotiations.

8.28 OUT OF STATE PROPOSERS

The "Reciprocity Rule" applies. Proposer(s) whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting a Proposal with an entity of the State of Texas.

8.29 WARRANTY

The products, goods or services furnished under an Agreement shall be covered by the most favorable commercial warranties available to any customer for same or similar products, goods or services.

8.30 AWARD TO MULTIPLE VENDORS

The District reserves the right to award a single vendor or multiple vendors, i.e., primary, secondary, and tertiary suppliers, etc. The Agreement is not exclusive to one Proposer unless so stated in the RFP.

8.31 ACCEPTANCE BY DISTRICT

No award of an Agreement shall be valid, and no Agreement is created or binding until the Proposal has been accepted by the District's approval authority.

8.32 TITLE RISK OF LOSS

The title and risk of loss of the goods / services shall not pass to the District until the District actually receives and accepts possession of goods/services at the point of delivery regardless of F.O.B. terms.

8.33 PLACE OF DELIVERY

The place of delivery shall be set forth in the Purchase Order. All deliveries must be inside deliveries unless other arrangements are made. All PRICES shall be F.O.B. DESTINATION – SHIPPING and HANDLING CHARGES PRE-PAID. For "Services" scope of work, the Purchase Order will reflect location and work specifications.

8.34 RIGHT OF INSPECTION

The District has the right to inspect the goods/services at delivery before acceptance. If the District is not able to inspect the goods/services at the time of delivery/performance, the District reserves the right to inspect and approve the material/workmanship within a reasonable time after delivery/performance. If specifications are not met, material may be returned at Supplier's expense and the Supplier assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or invoke any of its remedies. If Supplier does not meet specifications for services, the District will notify Supplier of said not-met deliverables to rectify pending services.

8.35 UNAUTHORIZED PURCHASES

Proposer understands and acknowledges that during the term of the Agreement any shipment or delivery of goods and services made to District's campuses and departments without a properly approved Purchase Order/Delivery Order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods/services. Offeror understands and accepts full responsibility and will not seek payment for unauthorized purchase. Offeror further understands and acknowledges that the District will not issue payment for goods/services delivered without properly approved Purchase Order/Delivery Order.

8.36 MATERIAL SAFETY DATA SHEETS

The District will not receive any materials, products or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet.

8.37 TIME

Time is of the essence: Proposer(s) agree to perform all obligations, deliver goods/services set forth herein.

8.38 RECOVERY OF FUNDS

If the Proposer fails to deliver both the quality and quantity of items/services on which the award was made in the manner specified in the Agreement, the District reserves the right to purchase the specified goods/services on the open market and Proposer agrees to allow the District to deduct the difference in price and costs of handling, if any, from pending invoices. If there are not outstanding invoices, the Proposer will be billed accordingly and will pay the amount within fifteen (15) days of the notification of the District.

8.39 REMEDIES FOR NON-PERFORMANCE

If the Proposer fails to fulfill or abide by the terms, conditions, or specifications of the Agreement (i.e., delays, defaults, non-performance, etc.), the District reserves the right to employ any remedy allowed by Contract/Agreement, in law, in equity, or by Uniform Commercial Code (UCC) to include, but not limited to, the purchase on the open market and charge the Proposer the difference between contract and actual purchase price and/or terminate the Agreement within ten (10) days written notification or intent.

8.40 LIQUIDATED DAMAGES

If the successful Proposer fails to deliver or defaults on this Agreement within the time specified in the Agreement, the District will seek liquidated damages from Proposer's Performance Bond. Assessment of liquidated damages does not preclude the District from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to the District.

8.41 FORCE MAJEURE

The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strike, fires, floods, accidents, pandemic(s), or other unforeseen causes beyond its control and not due to its fault or negligence.

8.42 CONTRACT MODIFICATION

Amendments/addenda may be made for additions, deletions and/or modifications of goods/services under substantially the same terms and conditions of the awarded Contract/Agreement. Such amendments/addenda must be in writing and approved by an authorized representative for the Offeror and the District. The Contract/Agreement will not be modified by an oral statement made by any District employee.

8.43 EFFECTIVE DATE

The Effective Date of the Agreement, if any, is the date that award is approved by Edgewood ISD's Board of Trustees of designated representative. In some cases, the Effective Date and the date for the start of services may be separated by several weeks and/or months.

8.44 ACCELERATED DELIVERY

If the District urgently requires delivery of any quantity of an item/service before the delivery date under the Contract/Agreement, and if the Proposer will not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods/services from another source.

8.45 ETHICS IN PUBLIC CONTRACTING

District employees are prohibited from receiving, soliciting any gifts, inducement, gratuities, or kickbacks. The District may, by written notice to the Proposer, terminate this Agreement without liability to the District if it is determined by the District that gifts, gratuities, etc., in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of the District with a view toward securing an Agreement or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such an Agreement. In the event the Agreement is terminated by the District pursuant to the revision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Proposer in providing such gratuities.

8.46 RESPONSIBILITY FOR ACTIONS

Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.

8.47 EMPLOYEE DISCRIMINATION

During the performance of the awarded Agreement, the Proposer agrees to not discriminate against any employee or applicant for employment with Proposer because of race, creed, color, sex, age, national origin, disability, political belief, sexual orientation, marital and/or veteran status.

8.48 WAIVER

No claim or right arising out of a breach of awarded Contract/Agreement by the Proposer can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by Consideration and in writing signed by the District.

8.49 COMPLIANCE WITH STATUTES / CODES

Proposer's compliance with Federal, State and Local Statutes, Codes, Guidance, etc., is mandatory in order to obtain and maintain an Agreement with the District. The following are a few statutes, codes, etc., that must be followed:

- Child Support Certification: Texas Family Code Section §231.006 (Child Support Certification) states, in part, that (a) A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to: (1) receive payments from state funds under a contract to provide property, materials, or services; or (2) receive a state funded grant or loan. Proposer certifies that the individual or business entity named in responding to this solicitation or Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated and may be withheld if the certification is inaccurate.
- Clean Air and Water Act: Proposer represents it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR, Part 15, as required under OMB Circular A-102, Attachment 0, Paragraph 14(1) regarding reporting to the grantor agency and to the United States Environmental Protection Agency, Assistant Administrator for the Enforcement.
- No Boycott of Israel: Proposer certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with the District. For purposes of any contractual arrangement with the District, “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 territory, but does not include an action made for ordinary business purposes.
- Prohibition of Contracts Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations: Proposer certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
- Transactions with an Abortion Provider or Affiliate: In accordance with Texas Government Code Chapter 2272, and effective September 1, 2019, Proposer certifies that it is not an abortion provider, nor an affiliate of such provider as noted in the statute. Violation or non-compliance of this statute by Proposer will result in the awarded Agreement and/or taxpayer transaction being voidable by the District and Proposer agrees to defend and indemnify the District against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

8.50 DISQUALIFICATION OF PROPOSER

Proposer shall be disqualified, and their RFP response not considered for any of the following reasons:

- Failure to submit RFP response by required date and time
- Failure to submit required documents as specified in the RFP
- Any pertinent information coming to the attention of the District resulting in material legal matters
- Any grievances filed against the District or other school districts

- Reason for believing collusion exists among proposers
- The Proposer being interest in any litigation against the Board of Trustees
- The Proposer being in arrears on any existing Contract or having defaulted on a previous contract
- Failure to demonstrate competency as revealed by any financial statement
- Current or uncompleted work, which, in the judgement of the District, will prevent or hinder the timely completion of additional work, if awarded
- Other information or circumstances which establish reasonable grounds for belief that the bidder or proposer is not a “responsible bidder” or “responsible proposer.”
- Proposer has been sued or has sued other school districts
- Proposer has had any complaints against them
- Proposer has filed complaints against the District

SECTION 9 ADDITIONAL REQUIREMENTS

- 9.1 Notice of Terms of “Click-Through” License Terms.** (If Applicable) In the event that Vendor requires Authorized users to agree to terms relating to the use of the Service(s) before permitting Authorized Users to gain access to the Service(s) (commonly referred to as “click- through” licenses), Vendor shall provide Institution with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such “click-thought” licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such “click-through” licenses and this Agreement, the terms of this Agreement shall prevail.
- 9.2 Delinquent Child Support Obligation.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments form the state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “Under Section 231.006, Texas Family Code, the Vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specific grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.”
- 9.3 Franchise Tax Certification.** If Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Vendor is exempt from the payment of franchise (margin) taxes.
- 9.4 Loss of Funding.** Performance by Institution under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Institution will issue written notice to Vendor and Institution may terminate this Agreement without further duty or obligation hereunder. Vendor acknowledges that appropriation of funds is beyond the control of Institution.

- 9.5 State Auditor’s Office.** Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor’s office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.
- 9.6 Non-Waiver.** Vendor expressly acknowledges that Institution is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver of relinquishment by Institution of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 9.7 Dispute Resolution.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the State Attorney General pursuant to Chapter 2260, shall be used by Institution and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to Institution’s Purchasing Office, who shall examine Vendor’s claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.
- 9.8 Access by Individuals with Disabilities.** Vendor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Institution under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Vendor becomes aware that the EIRs, or any portion thereof, do not comply, then Vendor represents and warrants that it will, at no cost to Institution, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Vendor fails or is unable to do so, then Institution may terminate this Agreement and Vendor will refund to Institution all amounts Institution has paid under this Agreement within thirty (30) days after the termination date.
- 9.9 Public Information.**
- (a) Vendor acknowledges that Institution is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
 - (b) Upon Institution’s written request, Vendor will provide specific information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Institution in a non-proprietary format acceptable to Institution. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Institution has a right of access.
 - (c) Vendor acknowledges that Institution may be required to post a copy of the fully executed

Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

- 9.10 Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF INSTITUTION (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON INSTITUTION'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY'S FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON INSTITUTION EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 9.11 Enforceability.** This Agreement is enforced only against and by the parties who have executed it; the Agreement neither creates nor restricts the rights of third parties. Further, if any provision of this Agreement provides that Institution shall enforce the terms of this Agreement against third parties, or restricts the legal rights of third parties, such provision shall be void.
- 9.12. Addendum Controlling.** In the event there is a conflict between the terms and conditions of the Agreement and Appendix A, then Appendix A will control.
- 9.13 Equal Opportunity.** This contractor and subcontractor shall abide by the requirements of 41 CFT §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

EXHIBIT "A"
COMPANY PROFILE

Legal Name of Company/Firm/Business: _____

Name of Parent Corporation (if any): _____

Doing Business As (if applicable): _____

How long in business under present name: _____

State of Incorporation: _____

Principal Business Location: _____

Other Service Locations (if any): _____

Company/Firm/Business Legal Status (check one below):

Sole Proprietorship: _____

Owner Full Name: _____

Corporation: _____

Limited Liability Company: _____

S Corporation: _____

Partnership: _____

Limited Liability Partnership: _____

Joint Venture: _____

Other (Specify) _____

Employer Identification Number (EIN)/Federal Tax Identification Number or Social Security Number: _____

Dun & Bradstreet (D-U-N-S) Number: _____

Length of time in providing proposed services: _____

Number of clients in the governmental sector: _____

EXHIBIT "B"
EXECUTION OF OFFER

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

A.1 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- A.1.A. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- A.1.B. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- A.1.C. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- A.1.D. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- A.1.E. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- A.1.F. The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, subcontractor, or proposer of proposer in the execution or performance of this purchase order.
- A.1.G. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- A.1.H. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Firm Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- A.1.I. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

A.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans or Receive Proposals or Payments on State Contracts.

- A.2.A. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - 8.2.A.1. receive payments from state funds under a contract to provide property, materials, or services: or
 - 8.2.A.2. receive a state-funded grant or loan.
- A.2.B. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 8.2.B.1. all arrearages have been paid; or
 - 8.2.B.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- A.2.C. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the TPASS Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise, this information must be provided prior to contract award.
- A.2.D. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate."
- A.2.E. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- A.2.F. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

A.3 Signature

Submittal should give Payee Identification Number (PIN) (formerly Vendor ID), full firm name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Check below if preference claimed under Rule 1 T.A.C. 113.8

- | | |
|---|---|
| <input type="checkbox"/> Supplies, materials or equipment produced in Texas/offered by Texas proposer* | <input type="checkbox"/> Energy efficient products |
| <input type="checkbox"/> Agriculture products produced or grown in Texas | <input type="checkbox"/> Rubberized asphalt paving material |
| <input type="checkbox"/> Agriculture products and services offered by Texas proposer | <input type="checkbox"/> Recycled motor oil and lubricants |
| <input type="checkbox"/> U.S.A. produced supplies, materials or equipment | <input type="checkbox"/> Energy efficient products |
| <input type="checkbox"/> Products of persons with mental or physical disabilities | <input type="checkbox"/> Products produced at facilities located on
formerly contaminated property |
| <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive
materials | <input type="checkbox"/> Products and services from economically
depressed or blighted areas |

* By signing this offer, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

EXHIBIT “C”
TEXAS ETHICS COMMISSION FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295. 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.

Effective January 1, 2016, the District must comply with the “Disclosure of Interest Parties”, mandated by Texas HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", per Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. A sample copy (for illustration purposes only) of a completed electronic form is provided with this solicitation and/or extension. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website:

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

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, the Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

Step 3: At the time of submission of the solicitation to the District, the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, RFP, RFQ, SOQ, extension, etc.) to the District. Upon receipt, the District may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, the District must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, the Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

Definitions:

(a) “Contract” includes an amended, extended, or renewed contract.

(b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

EXHIBIT “C” (Continued)

(c) “Controlling interest” means:

(1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) “Interested party” means:

(1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or

(2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

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

Instructional Videos for Business Entities on how to file online can be found at:

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

By submitting a response to this RFP, the Respondent represents that it is in compliance with the requirements of Texas House Bill 1295 filing requirements with the Texas Ethics Commission using the online filing application.

NOTE: The Form 1295 MUST be filled-out “ELECTRONICALLY” through the Texas Ethics Commission referenced above.

EXHIBIT "D"
ANTITRUST CERTIFICATION STATEMENT
(Texas Government Code §2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- In connection with the proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name: _____

Office Address: _____ City/State/Zip: _____

Telephone: _____ Fax: _____ Website: _____

Local Address (if different from above): _____

Representative Name & Title: _____

Representative Signature: _____

Official Authorizing Proposal Name & Title: _____

Corporate Officer's Signature: _____

EXHIBIT “E”
CRIMINAL HISTORY & FINGERPRINT REQUIREMENTS

State Criminal History Record Information (CHRI): CHRI is information collected by the Texas Department of Public Safety (DPS), a law enforcement or criminal justice agency, or a private entity, that consists of identifiable descriptions. Tex. Gov’t Code §411.082(2); 19 Tex. Admin. Code §153.1101(4). These records are retrieved primarily based on the name of the individual, although some DPS searches use fingerprints. Apart from private agencies’ reports, these records include only data from Texas.

National Criminal History Record Information (NCHRI): NCHRI consists of criminal history records from DPS and the FBI retrieved through fingerprint identification information. The FBI’s records include data from Texas and other states. Tex. Educ. Code §22.081(2); 19 Tex. Admin. Code §153.1101(8). In other words, CHRI refers to a statewide, name-based, or fingerprint-based criminal history and NCHRI refers to a national, fingerprint-based criminal history.

Prime and Subcontractors providing services to school districts or charter schools must be fingerprinted before or continuing work, if those persons have continuing duties related to the contracted services and the opportunity for direct contact with students. The specific rules that apply to contractors’ employees and applicants are separated by state law into two (2) categories:

- (1) Services Contractors; and
- (2) Certain Public Works Contractors that provide Engineering, Architectural, or Construction Services (TEC §22.0834 and §22.0834(1)).

Access to the Clearinghouse fingerprint results will only be granted for school contractor if they were obtained under the Federal National Child Protection Act (NCPA) and the contractor meets NCPA criteria. To qualify, the contractor needs to provide care or care placement services and be based in Texas.

Many service and public works contractors, including plumbers, pest control technicians, maintenance workers, and custodians wouldn’t be considered qualified contractors under the NCPA. For those school contractors who don’t qualify under the NCPA, schools instead of contractors will not need to perform the criminal background checks on those persons who are required to be checked under TEC §22.0834 and §22.0834(1).

The Texas Education Code provides two (2) options for school districts and charter schools to access the Texas Department of Public Safety (“DPS”) Clearinghouse going forward to ensure that contractor’s employee applicants and employees are fingerprinted when required by law:

Option 1:

Schools may fingerprint a contractor and/or contractors’ employees using the Local Education Entity (LEE) Fast Pass option. In this situation, schools will have access to the fingerprint results. The contractor, however, will not be able to view the results through the DPS Clearinghouse.

Option 2:

Texas-based contractors that provide care or care placement may fingerprint their W-2 employees who have access to students. In this situation a contractor can certify that they are in compliance with TEC §22.0837. However, schools will not have access to the same fingerprint results. Please be aware that a private contractor that does not meet the NCPA criteria to access criminal history will not be granted access to the DPS Clearinghouse.

IdentoGO is an authorized source for fingerprint services: <https://uenroll.identogo.com>

EXHIBIT “F”
SENATE BILL 9 CONTRACTOR REQUIREMENTS
Texas Education Code §22.0834(g) Contractor Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify and to certify to the District that they have done so.

Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions: “Covered Employees” – All employees of a Proposer who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

“Disqualifying Conviction” – If at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

On behalf of (“Proposer”), I certify that:

None of Contractor’s employees are covered employees as defined above.

OR

Some or all of Contractor’s employee are covered employees. If this box is selected, I further certify that:

In the event Proposer is awarded this contract with the District, Proposer shall obtain all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees that have a disqualifying conviction shall be used to carry out the duties required of this contract. Proposer has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Proposer receives information that a covered employee has a disqualifying conviction, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Proposer will make available for the District’s inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee’s history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Proposer with this certification maybe grounds for contract termination.

Company Name: _____

Official Authorizing Proposal Name & Title: _____

Corporate Officer’s Signature & Date: _____

EXHIBIT "G"
TEXAS GOVERNMENT CODE CHAPTER 2270

Effective September 1, 2017, the State of Texas requires all governmental entities, state agencies or political subdivisions to obtain written verification from the Company that their Company does NOT boycott Israel and will not boycott Israel during the life of this contract, agreement or purchase order (hereafter referred to as "Contract"). By accepting this Contract, the Company (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Contract will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. The District cannot execute a contract for goods and services without this declaration.

TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

I, _____ (Person name), the undersigned representative of (Company or Business name)

_____ (hereafter referred to as "company") **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract between company and EISD.**

Pursuant to Section 2270.001, Texas Government Code:

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.

Signature

Printed Name

Title

Date

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of authorized agent of contracting business entity

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**EXHIBIT “H”
CONFLICT OF INTEREST QUESTIONNAIRE**

Chapter 176 of the Texas Local Government Code requires that any Respondent or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the District no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in Section 178.006 of the Texas Local Government Code. A person commits an offense if the person violates Section 178.006 of the Texas Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.178.htm>.

By submitting a response to this request, the Respondent represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Conflict of Interest Questionnaire (CIQ) Disclosure Form

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Respondent or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the District no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006.

A person commits an offense if the person violates Section 176.006 of the Texas Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the Respondent represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Edgewood Independent School District Purchasing Department, 1930 Herbert Lane, San Antonio, Texas 78227.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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.)

1J Name of local government officer about whom the information is being disclosed.

Name of Officer

1J Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

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

ZJ

Signature of vendor doing business with the governmental entity

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**EXHIBIT “I”
PRICING AND SERVICE AFFIRMATION**

Request for Proposal (RFP) Number: RFP-23-008

RFP Title: Elevator Maintenance Services

Company Name: _____

Proposer will provide the product/services to the Edgewood Independent School District (“EISD”) and possibly other governmental agencies (through interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. EISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels.

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above referenced RFP upon the terms quoted.

Price and Products/Services Quotation: The prices quoted shall be EISD’s pricing for the product or service. There shall be no separate charges, fees, handling, or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that EISD makes no guarantee as to the volume, amount, or type of product/services that may be purchased under any Agreement. Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for the initial RFP response.

EISD’s Payment Terms: EISD’s standard payment terms for services are “net 30 days” from receipt of the invoice. Indicate the prompt payment discount that Proposer will provide to EISD.

General Terms and Conditions: Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFP unless exceptions are identified in Exception Exhibit “I.”

Prompt Payment Discount
Percentage off _____ days / net 30 days

Company Name: _____

Official Authorizing Proposal Name & Title: _____

Corporate Officer’s Signature & Date: _____

**EXHIBIT “J”
COST / PRICE SCHEDULE**

Provide a “not to exceed” cost proposal that includes an itemized fee schedule for all services and materials described in this RFP for the **Elevator Maintenance Services**. Provide all costs and pricing options associated with the requested review services, including billing terms. Proposers are solely responsible for the accuracy and completeness of the cost proposal.

Note: The District does not guarantee awarded vendor any specific amount of work. **Elevator Maintenance Services** are on an as-needed-basis only.

NOTE: The District reserves the right to issue multiple awards to the highest scored/ranked proposal(s).

**EXHIBIT “K”
EXCEPTION REQUEST**

All deviations and exceptions to this RFP must be expressly stated in this Exception Request (additional pages to this request may be added if necessary). In the absence of any entry on this Exception Request, the Proposer(s) assume EISD of their full agreement and compliance with the specifications, terms and conditions, requirements and obligations of the RFP. This Exception Request must be signed by each Proposer(s) whether there are exceptions listed or not and submitted with the proposal. Proposers should respond to this section by quoting the exact language in the RFP that they take exception to and then indicate what the specific concern is with the language.

_____ I do not have an Exception Request

_____ I have an Exception Request

Company Name: _____

Official Authorizing Proposal Name & Title: _____

Corporate Officer’s Signature & Date: _____

EXHIBIT "L"
REFERENCES

Respondents shall provide a minimum of five (5) references

- 1) Company/Agency Name: _____
Physical Address (including city and zip code): _____
Contact Person: _____ Title: _____
Contact Phone and Fax Number: _____ Email Address: _____
- 2) Company/Agency Name: _____
Physical Address (including city and zip code): _____
Contact Person: _____ Title: _____
Contact Phone and Fax Number: _____ Email Address: _____
- 3) Company/Agency Name: _____
Physical Address (including city and zip code): _____
Contact Person: _____ Title: _____
Contact Phone and Fax Number: _____ Email Address: _____
- 4) Company/Agency Name: _____
Physical Address (including city and zip code): _____
Contact Person: _____ Title: _____
Contact Phone and Fax Number: _____ Email Address: _____
- 5) Company/Agency Name: _____
Physical Address (including city and zip code): _____
Contact Person: _____ Title: _____
Contact Phone and Fax Number: _____ Email Address: _____

EXHIBIT "M"
EDGAR CERTIFICATIONS

THESE PAGES MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

TO WHOM IT MAY CONCERN:

The following certifications and provisions are required and apply when EDGEWOOD ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. §200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$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 EDGEWOOD ISD expends federal funds, EDGEWOOD ISD reserves the rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal Rule (B) above, when EDGEWOOD ISD expends federal funds, EDGEWOOD ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. EDGEWOOD ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if EDGEWOOD ISD believes, in its sole discretion that it is in the best interest of EDGEWOOD ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by EDGEWOOD ISD as of the termination date if the contract is terminated for convenience of EDGEWOOD ISD. Any award under this procurement process is not exclusive and EDGEWOOD ISD reserves the right to purchase goods and services from other vendors when it is in EDGEWOOD ISD's best interest.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors of Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when EDGEWOOD ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contractors awarded by the non-Federal entity in excess of \$100,000 that invoice the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when EDGEWOOD ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by EDGEWOOD ISD resulting from this procurement process.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by EDGEWOOD ISD, the vendor certifies that during the term of an award for all contracts by EDGEWOOD ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when Federal funds are expended by EDGEWOOD ISD, the vendor certifies that during the term of an award for all contracts by EDGEWOOD ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Order 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties 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 Order 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 EDGEWOOD ISD, the vendor certifies that during the term of an award for all contracts by EDGEWOOD ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any other 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 EDGEWOOD ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by EDGEWOOD 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 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, 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, or 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.
- 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 any disclosure accordingly.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials. When federal funds are expended by EDGEWOOD ISD, EDGEWOOD ISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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 exceeding \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when Federal funds are expended EDGEWOOD ISD as required by the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §6962(c)(3)(A)(i)), the vendor certifies by aligning this document that the percentage of recovered materials content for EPA designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(K) Required Affirmative Steps for Small, Minority, and Women-Owned Firms for Contracts Paid for with Federal Funds. 2 CFR §200.321. When Federal funds are expended by EDGEWOOD ISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including:

- Placing qualified small and minority businesses and women's business enterprise on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency for the Department of Commerce.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When Federal funds are expended by EDGEWOOD ISD for any contract resulting from this procurement process in excess of \$100,00, the Vendor certifies that the Vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(H)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY CONSERVATION ACT

When EDGEWOOD 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 CFR Part 18).

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION ON NON-COLLUSION STATEMENT

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

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees to all contracts it awards pursuant to the Contract and shall be bound by the foregoing terms and conditions.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc., as specifically noted above.

Vendor’s Name: _____

Address, City, State & Zip: _____

Phone: _____ Fax: _____

Printed Name & Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

EXHIBIT "N"
COST ANALYSIS

Please supply the information requested below. A percentage of total cost of a project may be listed.

Direct Costs:

Director Labor (Personnel): _____

Supplies: _____

Travel & Per Diem: _____

Subcontractors/Consultants: _____

Other: _____
(Computer time, copying, long distance phone calls, etc.)

Indirect Costs:

Overhead: _____

General & Admin Expenses: _____

Profit or Fee: _____