



EDINBURG CISD

PURCHASING DEPARTMENT
411 N. 8th Ave., Edinburg, TX 78541
(956) 289-2311 FX: (956) 383-7687

CARMEN GONZALEZ, President
XAVIER SALINAS, Vice-President
LUIS ALAMIA, Secretary
MIGUEL "MIKE" FARIAS, Member
LETTY FLORES, Member
LETICIA "LETTY" GARCIA, Member
DOMINGA "MINGA" VELA, Member
Dr. Mario H. Salinas, Superintendent

Request for COMPETITIVE SEALED PROPOSALS

NO: 24-21

TITLE: PAINTS & RELATED SUPPLIES

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- Special Terms & Conditions
- ATTACHMENT: Proposal Forms

CLOSING TIME/DATE:

Closing Time: 3:30 P.M.
Closing Date: November 15, 2023

BUYER:

ClauDina Longoria, Senior Buyer
Phone: 956-289-2311, Ext.2135
Fax: 956-383-7687
Email: d.longoria@ecisd.us

DELIVER BIDS TO:

Edinburg CISD
Office of the Purchasing Director
411 North 8th Ave, 2nd Floor
Edinburg, TX 78541


Purchasing Director 10/25/23
Date

DATE WEBBED: October 25, 2023

*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

Vendor Certification

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

Firm Name: _____

Telephone 1-800-_____

Address: _____

Or: _____

City: _____

Fax: _____

State: _____ Zip: _____

Web Address: _____

Email: _____

(Signature of Person Authorized to Sign Bid)

Date: _____

Printed Name: _____

Title: _____

(Please print or type name above)

I can deliver in _____ days. Early Payment Discount _____% if Paid in _____ Days, Net 30

INTENT TO BID

Fax, this page only, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at www.ecisd.us.

NAME: _____

TITLE: _____

ORGANIZATION: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

E-MAIL: _____

WEB SITE: _____

VENDOR CHECK LIST

- | | | | | |
|---|-----|-----|-----|----|
| 1. Signed Standard Terms & Conditions | ___ | Yes | ___ | No |
| 2. Signed Felony Conviction Notification | ___ | Yes | ___ | No |
| 3. Signed Conflict of Interest Questionnaire | ___ | Yes | ___ | No |
| 4. Signed Deviation Form | ___ | Yes | ___ | No |
| 5. Read and understood Special Terms & Conditions | ___ | Yes | ___ | No |
| 6. Filled out Bid Form | ___ | Yes | ___ | No |
| 7. Completed & submitted W9/Authorization for Direct Deposit Form | ___ | Yes | ___ | No |
| 8. Signed Certification of Interested Parties (Form 1295) | ___ | Yes | ___ | No |
| 9. Completed & signed Vendor Check List | ___ | Yes | ___ | No |

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that our company will enter into a binding contract with Edinburg CISD for item(s) awarded to our company.

Company Name

Print/Type Signature Name

Authorized Signature

Date

Official Title

STANDARD TERMS & CONDITIONS

(REVISED SEPTEMBER 2022)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the proposal and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
 - a. Seller's name and address;
 - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
 - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
 - d. Seller shall bear cost of packaging unless otherwise provided.
 - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
 - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

Edinburg Consolidated Independent School District
Attn.: Accounts Payable Department
Drawer 990
Edinburg, Texas 78540-0990

8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

CSP 24-21, PAINTS & RELATED SUPPLIES

13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

CSP 24-21, PAINTS & RELATED SUPPLIES

27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
 - Deduct such charges from existing invoice totals due at the time, or
 - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
 - Financial Information
 - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's proposal list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
 - Bonding status
 - Contractual history (references)
 - Ability to fulfill and abide by the terms and specifications
 - Quality and stability of product and sources
32. **District Proposal Forms:** Proposal not submitted on District's proposal forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- _____ I am not a delinquent taxpayer to the Edinburg CISD.
- _____ I am a delinquent taxpayer to Edinburg ISD (your proposal may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the proposal response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product proposal with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model proposal may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the proposal in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all proposal prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.
40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.

CSP 24-21, PAINTS & RELATED SUPPLIES

41. **Evaluation Factors:** The proposal award shall be based on the following evaluation factors:
- the purchase price;
 - the reputation of the vendor and of the vendor's goods or services;
 - the quality of the vendor's goods or services;
 - the extent to which the goods or services meet the district's needs;
 - the vendor's past relationship with the district;
 - the total long-term cost to the district to acquire the vendor's goods or services
42. **Non-Collusive Bidding Certification:** By submission of this proposal or proposal, the bidder certifies that:
- This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
 - This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals, or proposals for this project, to any other bidder, competitor or potential competitor;
 - No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
 - The person signing this proposal or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD 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.
45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The TEC website includes Question/Answers and Video instructions.

46. **Declaration of Business Location** – Texas Education Code 44.031 (b)(8). By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:

A. Has its principal place of business in the State of Texas; OR B. Employs at least 500 persons in the State of Texas
 C. Principal Place of business is not in the State of Texas: _____ (City, State)

47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting proposal is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

48. **Texas Historically Underutilized Business (HUB)** - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm: Contractor certified the Bidder's company is HUB certified with the State of Texas.

I am an Active certified HUB vendor. HUB expiration date: _____
 Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
 I am neither.

49. **Contract Provisions for contracts under Federal Awards:** By submission of this proposal, Contractor agrees to comply with the following provisions.

49.1 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 Regulation 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.

CSP 24-21, PAINTS & RELATED SUPPLIES

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

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

- 49.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

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

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

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

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

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

- 49.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 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 Finance and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The 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 (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, 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 entity must repair all suspected or reported violation to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when ECISD 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

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

Pursuant to Federal Rule (E) above, when ECISD 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 ECISD resulting from this procurement process.

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

- 49.6 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 sub recipient 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 sub recipient must comply with the requirements of 37 CFR Part 401, "Rights

CSP 24-21, PAINTS & RELATED SUPPLIES

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 ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, 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

- 49.7 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 sub grants of amounts in excess of \$150,000 must contain a provision that requires the 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 ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, 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

- 49.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

- 49.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

Pursuant to Federal Rule (I) above, when federal funds are expended by ECISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by ECISD 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:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

- 49.10 An entity that is a state agency or agency of a political subdivision of a state 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 procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree to this guideline? YES _____ Initials of Authorized Representative of Vendor

CSP 24-21, PAINTS & RELATED SUPPLIES

- 49.11 §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grand funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

Does Vendor agree to this guideline? YES _____ Initials of Authorized Representative of Vendor

- 49.12 §200.322 Domestic preferences for procurements.
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any subawards for any District contract that is entered into.

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

50. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS: When federal funds are expended by ECISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

51. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT: When ECISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

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

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

CSP 24-21, PAINTS & RELATED SUPPLIES

53. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS: ECISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

54. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. §200.337: Vendor agrees that the District's Inspector General 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

55. CERTIFICATION OF EMPLOYMENT VERIFICATION FAR 22.18, 74 FR 2731, 48 CFR 52.222-54: As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

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

56. CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS: As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited to, facility use, food establishment, and authorized providers.

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

57. CERTIFICATION OF COMPLIANCE WITH S/M/WBE/LABOR SURPLUS, 2 CFR 200.321: As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises, whenever to the maximum extent possible

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

58. CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE: Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

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

59. CERTIFICATION OF HOUSE BILL 89, SECTION 2270.001 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. "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 "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.

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

60. CERTIFICATION OF SENATE BILL 252, SECTION 2252 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract

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

61. CERTIFICATION OF SENATE BILL 13, SECTIONS 809 AND 2274 TEXAS GOVERNMENT CODE: Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

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

CSP 24-21, PAINTS & RELATED SUPPLIES

62. CERTIFICATION OF SENATE BILL 19, SECTION 2274 TEXAS GOVERNMENT CODE: In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

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

63. CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 AND 113 TEXAS GOVERNMENT CODE: PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

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

64. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS: Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

65. CERTIFICATION OF TEC 22.0834 CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN EMPLOYEES; FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

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

66. CERTIFICATION OF GOVERNMENT CODE 552.104(c) A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

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

67. CERTIFICATION OF GOVERNMENT CODE 2272.003(a): A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a)

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

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

CSP 24-21, PAINTS & RELATED SUPPLIES

- 68. CERTIFICATION OF GOVERNMENT CODE 403.1067(A) LOBBYING RESTRICTION – TOBACCO EDUCATION GRANT FUNDS: A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:
 - 1. Lobbying expenses incurred by the district;
 - 2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
 - 3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
 - 4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

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

- 69. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

- 70. BUY AMERICAN PROVISION FOR CHILD NUTRITION: Edinburg CISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs.

Edinburg CISD will purchase domestic food products per the Buy American Provision unless:

- 1. The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Edinburg CISD will maintain all documentation in regard to any food purchases that are deemed "non-domestic" to include cost comparisons if the product is available as a "domestic" product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the "country of origin."

I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-70 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-70 listed above.

Print/Type Signature Name

Official Title

Authorized Signature

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

This Notice Is Not Required of a Publicly-Held Corporation

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

Vendor's Name

Authorized Company Official's Name (Printed)

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

Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official

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

Names of Felon(s)

Details of Conviction(s)

Signature of Company Official

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by the H.B. 1491 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

CERTIFICATION OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name),
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

Definitions:

- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
 - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **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.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - 1) receives compensation from the business entity for the person's participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.
- **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.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

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

CSP 24-21, PAINTS & RELATED SUPPLIES

A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Submit form along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
		1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Vendor Name		CERTIFICATION OF FILING Certificate Number:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Edinburg CISD		Date Filed:	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Use District's Proposal # & Proposal Title located on cover page of solicitation		Date Acknowledged:	
4		Name of Interested Party	
		City, State, Country (place of business)	
		Nature of interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party.		<input type="checkbox"/>	
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____			
My address is _____ <small style="display: block; text-align: center;">(street) (city) (state) (zip code) (country)</small>			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____. <small style="display: block; text-align: center;">(month) (year)</small>			
_____ Signature of authorized agent of contracting business entity (Declarant)			

Example

DEVIATION FORM

(This form must be signed)

1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the bid response form identifying the section number, item number and a clearly defined explanation for the deviations.
2. It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer’s construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations.
3. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
4. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations: _____ YES - Deviations: _____

List any deviations your company is submitting below: (List on separate page, if necessary)

Company Name

Print Name of Authorized Company Official

Signature of Authorized Company Official

Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>
Individual/Company/Entity Legal Name (Must match TIN below): _____ Taxpayer Identification Number (TIN) _____ - _____ Federal Tax ID Number (FID) _____ - _____		DBA Name (IF Applicable): _____ OR SSN – Individual/Sole Proprietor _____ - _____
Vendor Contact Information: Name: _____ Title: _____ Phone: _____ Fax: _____		
Vendor Type – Select only one of the following boxes: <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____ <input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ <input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____		
Order Address: Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____	Payment Remittance Address: <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____	
Banking Information: In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.		
Account Type: Checking <input type="checkbox"/> Savings <input type="checkbox"/> Bank Name: _____ Bank Address: _____ City: _____ State: _____ Zip Code: _____	Email for Direct Deposit Notification: _____ ABA Routing Number: _____ Account Number: _____ Phone: _____ Fax: _____	
W-9 Certification 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. Signature: _____ Date: _____ Print Name/Title: _____	Direct Deposit Authorization and Agreement I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid. Signature: _____ Date: _____ Print Name/Title: _____	
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: ECISDInvoice@ecisd.us , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
Finance Office Use Only: Updated Record on: _____ Updated by: _____ Bank Code: _____ Vendor #: _____		

SPECIAL TERMS & CONDITIONS

1. **INTENTION:** It is the intention of the Board of Trustees of the Edinburg Consolidated Independent School District to receive proposals from interested vendors to select vendor(s) offering the best value for **PAINTS & RELATED SUPPLIES**.
2. **CONTACT:** Please call ClauDina Longoria at 956-289-2311, ext. 2135 or e-mail to d.longoria@ecisd.us if you have any questions regarding this bid.
3. **CONTRACT SERVICE PERIOD:** This is a term contract beginning December 1, 2023 or soon thereafter and ending November 30, 2024.
4. **RENEWAL CLAUSE:** This contract may be renewed for an additional one (1) year TERM CONTRACT PERIOD, if the vendor and the Edinburg CISD agree and no increases in cost are incurred except for the growth of the district.
5. **EEOC NON-DISCRIMINATION STATEMENT:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
6. **PAYMENT INFORMATION:** Payments will be made on the District's regular payment schedule.
7. **TERMS:** Net 30 unless otherwise noted as an exception.
8. **ADDENDUMS:** It will be the vendor's responsibility to check the Purchasing Website for any addendums or additional information. ECISD website is www.ecisd.us. Click on Departments, then Purchasing. Once at the Purchasing site, locate the calendar list in middle and click on title of the solicitation. If you do not see it on the list, click the month button on top and you will see complete month with all solicitations the District is currently seeking out. Any questions, please contact the Purchasing office and we will assist you.
9. **DELIVERY INFORMATION:** The successful bidders will be given a reasonable length of time for delivery, however, purchase orders over thirty (30) days old are considered unreasonable. The Edinburg CISD reserves the right to review the bidder's delivery performance and to re-award to the next lowest vendor, if delivery is unsatisfactory.
10. **FORMS TO BE FILLED OUT:** The following forms **MUST** be filled out and **SIGNED/DATED**:
 - a. Conflict of Interest (If it does not apply, put N/A and **sign/date**).
 - b. Certificate of Interest Parties-Form 1295 (Does not need to be notarized, however, the bottom part **MUST** be filled out and **signed/dated**).
 - c. Edinburg Consolidated Independent School District Substitute W-9 and District Deposit Authorization Form (**Fill out and sign**)
11. **INSURANCE REQUIREMENTS (if applicable):**
 - a. General Liability
 - b. Workmen's Compensation
 - c. Property Liability
12. **ESTIMATED QUANTITIES:** The quantities listed are estimated and may change based on budgetary constraints. These quantities will not be purchased at one time, but rather on an as needed basis by the department throughout the term of the contract.

Edinburg Consolidated Independent School District
 CSP 24-21, Paints & Related Items
 PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
EXTERIOR PAINT						
1	Acrylic lattelx, satin finish, white, black and custom mixed colors, minimum requirements: titanium dioxide 17%, resin 23%, solids content: by weight 44%, by volume 33%, 1", SHERWIN WILLIAMS, A82 SERIES	100	GAL	\$	\$	
2	Industrial exterior/interior, 100% acrylic base, semi-gloss, white and cutom mixed colors, minimum requirements: solid contents by weight 48%, by volume 36%, safety colors not included, 1" x 5", SHERWIN WILLIAMS, B-42 SERIES METALATEX	100	GAL	\$	\$	
3	Interior/exterior, bond-plex WB acrylic is a single component, waterborne acrylic, adhesive promoting coating formulated for direct application to prefinished metal siding, outstanding early moisure resistance, outstanding exterior durability and gloss retention, enliminates the use of primer over pre-finished siding, fast dry, low odor, low voc, very good mar resistance, outstanding application characteristics, finish: white & colors, low sheen; aluminum , (gloss), Color: wide range of colors available, volume solids (may vary with color): extra white 41% + 2%, aluminum 37% +2, weight solids: extra white 55.0% +2%; aluminum 37%+2, voc (EPA 24); extra white <100 g/l; .83 lb/gal; aluminum <200 g/l; 1.67, SHERWIN WILLIAMS, B71-200 SERIES	100	GAL	\$	\$	
4	Best in class exterior achitectoral paint, excellent durability, resistant to blistering, pealing and dirt pickup, excellent application, flow and leveling, self-priming, low temp application, SHERWIN WILLIAMS K48W00051-5 GAL	5	EACH	\$	\$	
INTERIOR PAINT						
5	Acylic latex, semi-gloss, white, standard and custom mixed colors, minimum requirements: titanium dioxide 12%, resin 21%, solids content: by weight 41%, by volume 33%, 1" x 5", SHERWIN WILLIAMS, B31WC700 SERIES	100	GAL	\$	\$	
6	Waterbase acrylic-alkyd semi-gloss, promar 200 interior waterbased acylic-alkyd semi-gloss is a quality product designed for the professional, recommended for interior application on primed plaster, wallboard, wood, masonry, and primed metal, color: most color, coverage: 350 - 400 sq ft/gal @4 MLLS wet, 1.7 MLLS dry, drying time @77 dogree F, 50% RH: temperature and humidity dependent, tack free: 15-30 minutes, tourh/hard: 1-2 hours, recoat: 3-4 hours, finish: 24 hours: 45-55 units @ 60 degrees, 30 days: 40-50 units @ 60 degreesvoc (less exempt solvents): 78 g/l, 065 lb/gal, volume solids: 37+2%, weight solids: 50+2%, weight per gallon: 10.5 lb. SPECIFICATIONS: BLOCK: 1 c. Laxon Block Surfacer, 2 cts. ProMar 200 Interior Waterbased Acrylic-Alkyd semi-gloss DRYWALL: 1 ct. ProMar 200 Latex Primer, 2 cts. ProMar 200 Interior Waterbased Acrylic-Alkyd Semi-gloss MASONRY: 1 ct. Loxon Concrete & Masonry Primer, 2 cts. ProMar 200 Interior Waterbased Acylic-Alkyd Semi-gloss PLASTER: 1 ct. Premium wall & wood primer, 2 cts. ProMar 200 interior waterbased acylic-alkyd semi-gloss WOOD: 1 ct. Premium wall & wood primer, 2 cts. ProMar 200 interior waterbased acrylic-alkyd semi-gloss, SHERWIN WILLIAMS B34WB200 SERIES	100	GAL	\$	\$	
7	Acylic latex, eggshell, satin, white, standard and custom mixed colors, minimum requirements: titanium dioxide 15%, resin 15%, solids content: byweight 43%, by volume 29%, 1" X 5", SHERWIN WILLIAMS B20 SERIES	300	GAL	\$	\$	

Edinburg Consolidated Independent School District
 CSP 24-21, Paints & Related Items
 PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
8	<p>Promar 200 zero voc interior latex semi-gloss is a durable, professional quality, interior vinyl acrylic finish for use on walls, ceilings, and trim of primed plaster, wallboard, wood, masonry, and primed metal, you can use this product without typical odor complaints, in occupied areas because of the very low odor during application and drying, color: most colors, coverage: 350 - 400 sq ft/gal @ 4 mils wet, 1.6 mils dry, drying time: @ 77 degree F, 50% RH, Touch: 1 hour, recoat: 4 hours (drying and recoat times are temperture, humidity, and film thickness dependent), finish: 25-35 units @60 degrees, flash point: N/A, VOC (less exempt solvents): 0 g/l, 0.0 lb/gal, volume solids: 39+2%, weight solids: 50+2%, weight per gallon: 10.3 lbs.</p> <p>SPECIFICATIONS: BLOCK: 1 ct. PrepRite block filter, 2 cts. ProMar 200 Zero VOC interior latex Semi-Gloss DRYWALL: 1 ct ProMar 200 Interior Latex Primer, 2 cts. ProMar 200 Zero VOC interior latex semi-gloss MASONRY:1 ct. Laxon concrete & masonry primer, 2 cts. ProMar 200 zero VOC interior latex semi-gloss PLASTER: 1 ct Premium wall & wood primer, 2 cts. ProMar 200 Zero VOC interior latex semi-gloss WOOD: 1 ct. Premium wall & wood primer, 2 cts. ProMar 200 Zero VOC interior latex semi-gloss, SHERWIN WILLIAMS B31-2600 SERIES</p>	100	GAL	\$	\$	
9	<p>Solo Low VOC interior/exterior acylic is a high performance professional finish formulated to resist blocking, solo semi-gloss combines a medium luster appearancw tih ease of application and is sesigned for doors, trim, walls, and shutters, color: most colors, coverage: 400 sq ft/gal, 4 mils wet, 1.7 mils dry, drying time: @50% RH & 77F, touch: 1 hour, recoat: 5 hours, finish: 35-45 units @60 degrees, flash point: n/a, vehicle type: 100% acylic, B31WJ8651, VOC (less exempt solvents): 44 g/l, .37 lb/gal, volume: solids: 42 +2%, weight solids: 54 + 2%, weight per gallon: 10.3 lb.</p> <p>SPECIFICATION INTERIOR: DRYWALL: 1 ct promar high holdout primer, 2 cts solo low voc int/ext 100% acrylic semi-gloss PLASTER/WOOD: 1 ct premium wall & wood primer, 2 cts solo low voc int/ext 100% acrylic semi-gloss INTERIOR/EXTERIOR BLOCK: 1 ct preprite latex block filler or loxon block surface, 2 ctsf solo low voc int/ext 100% acylic semi-gloss MASONRY, CONCRETE, STUCCO: 1 ct loxon crete & msonry primer, 2 cts solor low voc int/ext 100% acrylic semi-gloss EXTERIOR WOOD: 1 ct SWB exterior alkyd primer or SWB exterior latex primer, 2 cts solo low VOC int/ext 100% acrylic semi-gloss, SHERWIN WILLIAMS B31WJ SERIES</p>	100	GAL	\$	\$	
10	<p>Promar 400 0 VOC, most colors, VOC (less exemp solvents): 145A g/l, 1.21 lb/gal, volume solids 33 + 2%, weight solids 44 + 2%, weight per gallon: 10 lb, durable, professional quality for use on walls, ceilings and trim of primed plaster, wall-board, wood, masonry and primed metal, SHERWIN WILLIAMS B30W300</p>	100	GAL	\$	\$	
11	<p>Promar 400 0 VOC latex semi-gloss, most colors, VOC (less exemp solvents): 145A g/l, 1.21 lb/gal, volume solids: 33 + 2%, weight solids: 44 + 2%, weight per gallon 10 lb, burable, professional quality for use on walls, ceilings and trim of primed plaster, wall-board, wood, masonry and primed metal, SHERWIN WILLIAMS B31W300</p>	100	GAL	\$	\$	

Edinburg Consolidated Independent School District
 CSP 24-21, Paints & Related Items
 PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
12	Interior architectural coating, premium performance in washability, stain resistance, block resistance, adhesion, burnish and hiding, antimicrobial properties, SHERWIN WILLIAMS K37W00451-G GAL	5	EACH	\$	\$	
ALKYD PAINT						
13	Exterior/interior, alkyd base, satin, white, standard and custom mixed colors, minimum requirements: titanium dioxide 21%, resin 24%, solids content by weight 66%, by volume 45%, 1" x 5", SHERWIN WILLIAMS B33 SERIES	100	GAL	\$	\$	
14	Industrial exterior/interior, alkyd base, gloss, white and custom mixed colors, minimum requirements: titanium dioxide 24%, resin 31%, solids content by weight 61%, by volume 44%, 1" x 5", SHERWIN WILLIAMS B54 SERIES	100	GAL	\$	\$	
15	Industrial enamel, a medium oil/alkyd all-purpose enamel, designed for interior and exterior use, dries fast and allows equipment to be placed back in service quickly, impact and abrasion resistant, chip and flake resistant, high gloss makes it resistant to dirt, apply down to 40 degree F, good exterior durability, excellent application properties, finish: gloss, color: wide range of colors available including safety colors, volume colors: 43% + 2%, may vary by color, weight solids: 58% + 2%, may vary by color, VOC (calculated): <450, 3.75 lb/gal, SHERWIN WILLIAMS B54 SERIES	100	GAL	\$	\$	
16	Solvent based zone marking paint, setfast premium alkyd zone marking paint, flat finish, color: red, solids content: by weight 70%, by volume 47%, SHERWIN WILLIAMS A302	100	GAL	\$	\$	
17	Interior semi-gloss, quality product designed for the professional, recommended for interior application on primed plaster, wallboard, wood, masonry, and primed metal, most colors, 300-400 sq ft/gal coverage, flash point 102 degree F, PMCC - VOC (less exempt solvents): 363 g/l, 3.03 lb/gal, volume solids: 52+2%, weight solids 70+2%, weight per gallon: 10.2 lb, SHERWIN WILLIAMS B34-440 SERIES	100	GAL	\$	\$	
18	Interior/exterior multi-purpose, 100% acrylic emulsion coating, mid alkali-acid resistance, suitable for use in USDA inspected facilities, for use on properly prepared steel, galvanized and aluminum, wood, concrete and masonry, previously painted and zinc rich primers. SHERWIN WILLIAMS B42R00038-GALLON	1	EACH	\$	\$	
PRIMERS						
19	Interior/exterior, white, minimum requirements: titanium dioxide 13%, resin 12%, solids contents by weight 64%, by volume 39%, 1" x 5" SHERWIN WILLIAMS B79W SERIES	8	GAL	\$	\$	
20	Interior , acrylic, white, minimum requirements: titanium dioxide 10.2%, resin 16.4%, solids contents by weight 43.3% by volume 29.9% 5", SHERWIN WILLIAMS B28 SERIES	100	GAL	\$	\$	
21	Exterior, oil alkyd base, white, minimum requirements: titanium dioxide 8%, resin 26%, solid contents by weight: 74%, by volume 55%, 1" x 5", SHERWIN WILLIAMS Y24WS38	80	GAL	\$	\$	
22	Exterior, acylic latex, wh ite, minimum requirements: titanium dioxide 15%, resin 18%, solid contents by weight 51%, by volume 36%, 1" x 5", SHERWIN WILLIAMS B42W41	100	GAL	\$	\$	
23	Waterborne, acylic emulsion, adhesion promoting bonding primer, designated to be part of a system for coating pre-finished metal siding, must be topcoated, corrosion resistant, solids, content by weight 57+2%, by volume 42+2%, SHERWIN WILLIAMS B66A50	100	GAL	\$	\$	

Edinburg Consolidated Independent School District
CSP 24-21, Paints & Related Items
PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
24	Paint, shopciat primer fast drying offering field corrosion protection on iron and steel, fast recoat with airplatic solvent alkyd enamels, free of lead and chromate hazards, apply by spray or dip, gloss: flat, volume solids: 39.3 +2% (may vary with color), viscosity: 40-55 seconds #4 ford cup, 45-75 seconds #2 zahn cup, VOC 3.8 lb/gal, 456 g/l, reduced 25% with mineral spirits: 4.35 lb/gal, 522 g/l, SHERWIN WILLIAMS RED OXIDE E61RC21	80	GAL	\$	\$	
25	Paint, reprite bonding primer, interior/exterior, color white, VOC 42 g/l, .35 lb/gal, volume solids 42% +2%, weight solids 57% +2%, weight per gallon 11.1 lb, designed for coating hard, slick, glossy surfaces with manimal surface preparation, SHERWIN WILLIAMS B51W50	100	GAL	\$	\$	
26	Advanced technology, self cross-linking acrylic priimer, rust inhibitibve and designed for both construction and maintenance applications, can be used as a primer under water-based or solvent-based high performance topcoats, corrosion resistant, single component early moisture resistant, fast dry, lower temperature application, interior and exterior use, SHERWIN WILLIAMS B65W01310-5 GAL	5	EACH	\$	\$	
27	Interior/exterior bonding primer, high quality, waterborne, urethane modified acrylic primer, designed for coating hard, slick, glossy surfaces with minimal surface preparation, sanding may not be necessary for most clean, paintable surfaces, promotes adhesion on hard to paint surfaces, tightly bonds to slick and glossy surfaces, assures uniform appearance of topcoats, one coat application, fast dry, universal, will accept Hi-Performance coatings cush as exposies and urethens, assures adhesion of the topcoat to slick, glossy surfaces, SHERWIN WILLIAMS B51W01150-5 GAL	5	EACH	\$	\$	
SEALERS, VARNISH, & TRAFFIC PAINTS						
28	Sanding sealer, interior, acrylic, clear, semi-gloss, minimum requirements: resin 31%, solids contents by weight: 34%, by volume 28%, 1" x 5", SHERWIN WILLIAMS B26 SERIES	80	GAL	\$	\$	
29	Armorseal rexthane 1 floor coating is a high solid, single component, alphatic, moisture cure urethane, low VOC, industrial floor covering, this urethane coating cures to a high gloss and chemical resistant film equivalent to two-part urethane coatings, impact and abrasive resistant, chemical resistant, resists yellowing, low VOC, fast "hardness" developement, outstanding application properties, gloss finish, haze gray color, volume solids: 67% + 2% white (may vary by color), weight solids: 81% + 2% (may vary by color), VOC (EPA method 24): unreduced: ,300 g/l, 2.5 lb/gal, reduced 10%: 340 g/l, 2.8 lb/gal, SHERWIN WILLIAMS B65A60 SERIES	50	GAL	\$	\$	
30	Armorseal rexthane 1 floor coating is a high solid, single component, alphatic, moisture cure urethand, low VOC, industrial floor covering, this urethane coating cures to a high gloss and chemical resistant film equivalent to two-part urethane coatings, impact and abrasive resistant, chemical resistant, resists yellowing, low VOC, fast "hardness" developemnt, outstanding application properties, gloss finish, clear color, volume solids: 67% + 2%, white (may vary by color), weight solids: 81% + 2% (may vary by color), VOC (EPA method 24): unreduced , ,300 g/l, 2.5 lb/gal, reduced 10%, 340 g/l, 2.8 lb/gal, SHERWIN WILLIAMS B65C60	50	GAL	\$	\$	

Edinburg Consolidated Independent School District
 CSP 24-21, Paints & Related Items
 PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
31	<p>Loxon 40% silane water repellent is a clear silane water repellent designed to weatherproof old and new concrete and masonry against nature's destructive forces, providing a long lasting, breathable barrier which exhibits superior resistance to water, airborne dust and dirt, salt, acid rain, efflorescence, alkali, freeze/thaw damage, and spalling protects against damage resulting from moisture, intrusion and chloride ion penetration, does not mar glass or metal flashing, recommended uses, most concrete and masonry surfaces including: stadium supports, bridges and bridge structures, parking garages, traffic sound barriers, driveways, sidewalks, concrete & brick patios, tilt-up and poured-in-place walls, concrete block, split faced block, fluted block, brick (clay or cement), roof tile, stucco, mortar, do not use on asphalt surfaces, not for immersion service, characteristics: clear, coverage: smooth precast concrete: 125 sq ft/175 gal, porous concrete: 100 sq ft/150 gal, split face block: 50 sq ft/75 gal, fluted block: 25 sq ft/50 gal, concrete block: 75 sq ft/125 gal, brick (clay): 100 sq ft/150 gal, bridge decks: 100 sq ft/150 gal, steel troweled concrete: 150 sq ft/200 gal, coverage will vary depending on the porosity and texture of the substrate, drying time @77 degree F, 50% RH: temperature and humidity dependent, touch: 3 hours, if second coat is required to uniform the application, this product must be applied wet-on-wet, vehicle type: silane, flash point, PMCC: 159 degree F, A31T00840, VOC (less exempt solvents): 343 G/FT: 2.86 lb/gal, active content: 40 + 2%, weight per gallon: 7.9 lb, SHERWIN WILLIAMS A31T00840</p>	50	GAL	\$	\$	
32	<p>Sherlastic elastomeric is a coating that provides excellent flexibility, durability, and weather resistance, this product will protect against wind-driven rain when used on tilt-up, precast, or poured-in-place concrete, CMU, and stucco, color: many colors, (to optimize hide and color development, always use the recommended P-shade primer), two coat system, brush, roller, or spray applied, coverage per coat: 115-160 sq ft/gal, 10-14 mils wet, 4.0-6.0 mils dry, 1 coat system, sprayed applied, covered per cost: 60-80 sq ft/gal, 20-28 mils wet, 8.0-12.0 mils dry, can be applied up to 30 mils wet, coverage will vary with the substrate and the texture, drying time @77 degree F, 50%RH: touch 4 hours, recoat 24 hours, (drying and recoat times are temperature, humidity, and film thickness dependent), flash point: N/A, Finish: 0-10 units @85 degrees, tinting with CCE: Base extra white 0-5 oz/gal 100% strength, deep base 4-12 oz/gal 100% strength, vehicle type 100% acrylic, VOC (less exempt solvents) 91 g/l, .76 lb/gal, volume solids: 43 + 2%, weight solids: 59 + 2%, weight per gallon: 11.4 lb, mildew resistant: this coating contains agents which inhibit the growth of mildew on the surface of the coating film, physical properties: wind-driven rain test: passes, 1 ct loxon primer at 3.2 mils DFT, 2 cts sherlastic at 4.0-6.0 mils DFT/CT, water vapor performance: 22.3 PERMS based on ASTM D1653, 1 ct sherlastic at 9.4 mils DFT, 14 day cure @77 degree F & 50% RH, elongation and tensile strength: 350% ASTM D2370, 1 ct sherlastic at 9.5 mils DFT, 14 day cure @77 degree F & 50% DFT, freeze-thaw resistance: passes based on ASTM D2243, low temperature flexibility: passes ASTM D522 method B @ 10 degree F, SHERWIN WILLIAMS A5-100 SERIES</p>	100	GAL	\$	\$	
33	<p>Polyurethane varnish, interior, alkyd, clear, satin and gloss finish, minimum requirements: resin 50%, solids contents: by weight 49%, by volume 43%, 1", SHERWIN WILLIAMS A67</p>	80	GAL	\$	\$	

Edinburg Consolidated Independent School District
 CSP 24-21, Paints & Related Items
 PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
34	Concrete sealer, clear gloss oil based, testing: do to the wide variety of substrates, preparation methods, application methods and environments, the customer should treat the product in an inconspicuous spot for adhesion and compatibility prior to full scale application, all surfaces must be clean, dry and free of grease, oil, paint, sealers etc., new concrete must be cured 28 days, wait at least 24 hours after washing or after rain before applying, apply under very dry conditions only, application to a damp surface may cause a hazy appearance or loss of adhesion, do not reduce, H & C	50	GAL	\$	\$	
35	Varnish, interior, water based, clear gloss, ones, by weight 29+-2%, by volume 26+-2%, SHERWIN WILLIAMS A68 SERIES	100	GAL	\$	\$	
36	Traffic paint, white or yellow, alkyd based, flat finish, solids content by weight 73%, by volume 49%, SHERWIN WILLIAMS TM493	100	GAL	\$	\$	
37	Set fast latex traffic paints are conventional dry (non-heated application) water based paints intended for use in marking parking lots, airports, and roads, fast drying, high visibility, glass beads can be added for marking reflective markings, abrasion resistant, low VOC, water cleanup, finish: flat, color: red, blue, black, volume solids 52% minimum, weight solids 68% minimum, VOC (EPA method 24) ,100 g/l, .83 lb/gal, red: no parking zones for fire lanes, blue: handicap parking spaces, black painting out existing markings, SHERWIN WILLIAMS TM2132, TM2133, TM22135	100	GAL	\$	\$	
38	Traffic marking paint, set fast crylic waterborne, available in two colors, white and lead free yellow which conform to U.S. Bureau of Public roads colors and meets Federal Specifications TT-P-1952E, type 1, low VOC< water cleanup, abrasion resistanc, glass beads can be added for making reflective markings, highly visible colors, conventional dry, ready to use, durable, finish flat, volume solids 56% minimum, wight solids 73% minimum, VOC (EPA method 24) ,100 g/l, .83 lb/gal, for use over emulsified coat tar type compounds (sealers, asphalt) where conventional traffic paints (solvent thinned) may cuase the surface to crack, bleed, or lift, such as playgrounds, tennis courts, airfield runways, and parking lots, this material is also ideal for regular application over cured asphalt and cement and other concrete surfaces, may also serve as a binder for glass beads to make reflective markings, SHERWIN WILLIAMS TM226 W HITE/TM227 YELLOW	100	GAL	\$	\$	
39	Sher-Wood Pro Hi-Bild Lacquer EZ sealer is fast air drying to handle and sand, quick build - higher build with fewer passes, designed for professioinal use for new home construction and contractors in the commercial market, versitile - can be applied by airless, HVLP and conventional spray equipment, non-photochemically reactive, volatile organic compounds theoretical as packaged, maximum, less exempt solvents: 5.53 lb/gal 663 g/L, volatile hazardous air pollutants (VHAPS) as packaged, maximum: .60 lb/lb of solids. SHERWIN WILLIAMS T60FT0008-5 GAL	5	EACH	\$	\$	
STAINS						
40	Interior oil, wood classics, features: seals and penetrates, topcoat in 2 hours, highlights wood grain, resists blotching, use to create artificial grain, solids content by weight 48+2%, by olume 34+2%, SHERWIN WILLIAMS A49-200 SERIES	100	GAL	\$	\$	

Edinburg Consolidated Independent School District
 CSP 24-21, Paints & Related Items
 PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
41	Interior/exterior, use of concrete, masonry and asphalt, will not peel, flake or fade, resists oil, gasoline, water and UV rays, makes the surface easier to clean, soap and water clean up, ideal for high PH surfaces, solids content by weight 43+2%, by volume 30+2%, SHERWIN WILLIAMS	100	GAL	\$	\$	
42	2 part epoxy, tile-clad high solids, wide range of color, volume solids 56% + 2%, mixed, may vary by color, weight solids 70% + 2% mixed, may vary by color, VOC (EPA method 24), unreduced ,400 g/l, 3.3 lb/gal, reduced 10% , 413 g/l 3.44 lb/gal, mix ratio 1:1 by volume, SHERWIN WILLIAMS B62W100	80	GAL	\$	\$	
43	Kem Lustral enamel, semigloss black, volume solids 38% + 2% (may vary by color), viscosity 50-60 seconds #4 Zahn cup, SHERWIN WILLIAMS F65B SERIES	80	GAL	\$	\$	
44	Kem Lustral enamel, flat black, volume solids 38 + 2% (may vary by color), Viscosity 50-60 seconds #4 Zahn cup, SHERWIN WILLIAMS F65B SERIES	80	GAL	\$	\$	
LACQUERS						
45	GSW white lacque undercoat is formulated for use on interior surfaces as a primer/surfacer. This product may be used as a finish coat where a dull flat appearance is desired (requires 2 coats). Can be topcoated with lacquers and alkyd topcoats, 5 GALLONS COLOR: White FINISH: Flat COVERAGE: 350 - 400 SQ ft/gal, 4.0 mils wet; 1.0 mils dry DRYING TIME: @ 50% RH & 77 degrees F; To Touch: 5 - 10 minutes, To Recoat: 30 minutes - 1 hour FLASH POINT: 21 degrees F PMCC SHERWIN WILLIAMS GSW28127	5	EACH	\$	\$	
46	Sher-Wood Pro Hi-Bild lacquer is fast air drying, quick build - higher build with fewer passes, designed for professional use for new home construction and contractors in the commercial market, versatile - can be applied by airless, HVLP and conventional spray equipment, non-photochemically reactive, volatile organic compounds (VOC) theoretical as packaged, maximum, less exempt solvents: 5.61 lb/gal 672 g/L, volatile hazardous air pollutants (VHAPS) as packaged, maximum: 1.16 lb/lb of solids. SHERWIN WILLIAMS TF0FT0005-5 GAL	5	EACH	\$	\$	
BLOCK FILLER						
47	Commercial strength block filler formulated for precast concrete, concrete block, and cinder block, and is suitable for both interior and exterior applications, excellent filling properties, good hiding, topcoat with high performance coatings such as epoxies and urethanes, applies by brush, roller or spray, SHERWIN WILLIAMS B42W00150-5 GAL	5	EACH	\$	\$	
48	Percentage discount on your catalog or shelf price for any items not listed on this bid.		%	_____		