

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

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

NO: 24-28

TITLE: DIPLOMAS AND RELATED ITEMS

CLOSING TIME/DATE:

Closing Time: 3:00 P.M.

Closing Date: December 13, 2023

BUYER:

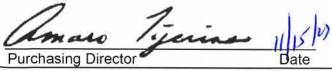
Monica Rivera, Senior Buyer Phone: 956-289-2311, Ext.2137

Fax: 956-383-7687

Email: m.anzaldua@ecisd.us

DELIVER BIDS TO:

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



DATE WEBBED: November 15, 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 Paymen	nt Discount% if Paid in Days, Net 30

INTENT TO BID

Fax, this <u>page only</u>, 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: _	
WEB SITE:	
WED SILE.	

VENDOR CHECK LIST

 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 & Condit	iions	Yes	_ No
6. Filled out Bid Form		Yes	_ No
7. Completed & submitted W9/Authorization for I	Direct Deposit Form	Yes	_ No
8. Signed Certification of Interested Parties (Form	n 1295)	Yes	_ No
9. Completed & signed Vendor Check List		Yes	_ No
I have read all the specifications and general bid req meet all specifications, conditions, and instructions of s The signature below confirms that our company will er awarded to our company.	said solicitation, and will follow I	District policy D	BD (Local)
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.

- 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.
 - 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.
- 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.
- 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:
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.

- Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
- 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:
 - a. Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
 - b. Deduct such charges from existing invoice totals due at the time, or
 - c, Cancel the contract within thirty (30) days written notification of intent
- Right to Investigate:
 - a. Capacity
 - b. Financial Information
 - c. 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:
 - a. Financial capabilities
 - b. Bonding status
 - c. Contractual history (references)
 - Ability to fulfill and abide by the terms and specifications
 - e. 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.)

- "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.
- 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.

- Evaluation Factors: The proposal award shall be based on the following evaluation factors: 41. the purchase price:

49.1

- the reputation of the vendor and of the vendor's goods or services;
- the quality of the vendor's goods or services; C.
- the extent to which the goods or services meet the district's needs:
- e. 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.
- EEOC Non-Discrimination Statement: It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, 43. race, color, or national origin in its educational programs.
- Conflict of Interest Disclosure: Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with 44. 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.
- Certificate of Interested Parties: All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that 45. 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.

	A. Has its principal place of business in the State of Texas; ORB.	
	C. Principal Place of business is not in the State of Texas:	(City,State)
Ov pri	wner(s) Name of Business: By signing below, Contractor certified the owner int name(s) below. If not applicable, please indicate N/A.)	er(s) name of the business submitting proposal is/are: (
_		
	on Historically Hadametiliand Business (IIIIB) Town Edward Co.	14.031(b)(6) or Small and Minority Firms, Women's Bu
Tex Ente	erprises and Labor Surplus Area Firm: Contractor certified the Bidder's con	npany is HUB certified with the State of Texas.
Ente	erprises and Labor Surplus Area Firm: Contractor certified the Bidder's con	npany is HUB certified with the State of Texas.
Ente	erprises and Labor Surplus Area Firm: Contractor certified the Bidder's con I am an Active certified HUB vendor. HUB expiration date: Small and Minority Firms, Women's Business Enterprises and Labor S	npany is HUB certified with the State of Texas.

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.

	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? YESInitials 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 discretionthat 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? YESInitials 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? YESInitials 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 CRF Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statue, 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? YESInitials 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? YESInitials 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

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.

	Pur	suant to Federal Rule (F) above	e when federal fi	inds are evnende	ed by ECISD, Vendor certifies that during the
	term	of an award for all contracts all applicable requirements as	by ECISD result	ing from this pro	ocurement process, Vendor agrees to comply
		Do	oes Vendor agree?	YES	_Initials of Authorized Representative of Vendor
49.7	Contracts and with all applica Water Pollutio	sub grants of amounts in exce ble standards, orders or regula	ss of \$150,000 mu itions issued pursu U.S.C. 1251-138	st contain a provi ant to the Clean A 7). Violations mus	ol Act (33 U.S.C. 1251-1387), as amended— sion that requires the award to agree to comply Air Act (42 U.S.C. 7401-7671q) and the Federal st be reported to the Federal awarding agency
	thet		tracts by ECISD	resulting from t	ended by ECISD, Vendor certifies that during his procurement process, Vendor agrees to G)above.
			Does Vendor agre	e? YES	_Initials of Authorized Representative of Vendor
49.8	to parties lister guidelines at 2 1989 Comp., p	d on the government wide excl 2 CFR 180 that implement Ex 5. 235), "Debarment and Susp luded by agencies, as well a	usions in the Syste ecutive Orders 12 ension." SAM Exc	em for Award Mar 549 (3 CFR part lusions contains	award (see 2 CFR 180.220) must not be made nagement (SAM), in accordance with the OMB 1986 Comp., p. 189) and 12689 (3 CFR part the names of parties debarred, suspended, or statutory or regulatory authority other than
	term nor	of an award for all contracts	by ECISD resulting barred, suspender	g from this procur d, proposed for	ed by ECISD, Vendor certifies that during the rement process, Vendor certifies that neither it debarment, declared ineligible, or voluntarily
			oes Vendor agree	? YES	_Initials of Authorized Representative of Vendor
49.9	file the require pay any perso Congress, offic contract, gran	d certification. Each tier certification or organization for influencinger or employee of Congress, of tor any other award covered	es to the tier above ng or attempting to or an employee of by 31 U.S.C. 135	e that it will not an o influence an off a member of Con 2. Each tier mus	oposal for an award exceeding \$100,000 must and has not used Federal appropriated funds to ficer or employee of any agency, a member of agress in connection with obtaining any Federal at also disclose any lobbying with non-Federal isclosures are forwarded from tier to tier up to
	the the	term and after the awarded ter	m of an award for mpliance with all a	all contracts by E	nded by ECISD, Vendor certifies that during CISD resulting from this procurement process, ons of the Byrd Anti-Lobbying Amendment (31
	(1)	for influencing or attempting officer or employee of congre a Federal contract, the making	to influence an o ess, or an employe g of a Federal gra on, continuation, r	fficer or employe se of a Member on the making of	or on behalf of the undersigned, to any person be of any agency, a Member of Congress, an of Congress in connection with the awarding of a Federal loan, the entering into a cooperative ment, or modification of a Federal contract, grant,

(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.

ust comply with section The requirements of S cy (EPA) at 40 CFR pa sining a satisfactory le cquired during the precimizes energy and resaterials identified in the	ection art 247 evel of ceding source
cy (ainir cqu cimi	EPA) at 40 CFR pang a satisfactory le ired during the pred zes energy and res

Does Vendor agree to this guideline? YES____Initials of Authorized Representative of Vendor

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

- 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
§200.322	Domestic preferences for procurements.	

Initials of Authorized Representative of Vendor

- (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, ormaterials 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.
- For purposes of this section:

49 12

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from theinitial 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-ferrousmetals 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.

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.

CERFIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT: When ECISD expends federal funds for 51. 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____

Does Vendor agree? YES Initials of Authorized Representative of Vendor

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? YESInitials of Authorized Representative of	Vendo
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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? YESInitials 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? YESInitials 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? YESInitials 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? YESInitials 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? YESInitials 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 contractto 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? YESInitials 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? YESInitials 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 thecontract
	Does Vendor agree? YESInitials 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? YESInitials of Authorized Representative of Vendor

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 proprieto 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 proposal from a company were able to provide the required certification.				
	Does Vendor agree? YESInitials of Authorized Representative of Vendor				
63.	CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 AND 113 TEXAS GOVERNMENT CODE: PROHIBITION ON AGREEMENT WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACT (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District: (f., under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure for 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 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, Norkorea, 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 (b) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; (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.				
64.	Does Vendor agree? YESInitials of Authorized Representative of Vendor STRIFICATION OF APPLICABILITY TO SUBCONTRACTORS: Vendor agrees that all contracts it awards pursuant to the Contract shall				
	bound by the foregoing terms and conditions.				
	Does Vendor agree? YESInitials of Authorized Representative of Vendor				
65.	CERTIFICATION OF TEC 22.0834 CRIMINAL HISTORY RECORD INFORMATON REVIEW OF CERTAIN EMPLOYEE FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work as will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approve 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 contacts.				
	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 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 facilitie nstalls 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 approve by the District before any on site work begins by them or their employees.				
	Does Vendor agree? YESInitials 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 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 the 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? YESInitials of Authorized Representative of Vend				
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 oth transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state local tax revenue, regardless of whether the governmental entity receives something of value in return. "Affiliate" means a person or ent who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:				
	. Common ownership, management, or control between the parties to the relationship;				
	2. A franchise granted by the person or entity to the affiliate; or				
	 The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand nam 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? YESInitials of Authorized Representative of Vendor				

- 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;

Autho	rize	ed Signature	Date		
Print/	Гуре	e Signature Name	Official Title		
70 lis	ted	ndersigned authorize agent for the company named below d above has been reviewed by me and the information fur hat I agree to comply with Sections 1-70 listed above.	v, certify that the information concerning Section 1- nished is true to the best of my knowledge. I further		
	cor	Competitive bids reveal the costs of a U.S. product are significantly dinburg CISD will maintain all documentation in regard to any food imparisons if the product is available as a "domestic" product that is so oduct the documentation will include the "country of origin."	purchases that are deemed "non-domestic" to include cost		
	1.	quality; or	n sufficient and reasonable available quantities of a satisfactory		
	12(cor in ti in ti gro und	er Section 104(d) of the William F. Goodling Child Nutrition Reauthorization to the NSLA (42 USC 1760(n)), requiring School Food Authorities (summodity or product. Section 12(n) of the NSLA defines "domestic come the United States and a food product that is processed in the United State the United States. Substantial" means that over 51 percent of the final own domestically. Products from Guan, American Samoa, Virgin Islam of this provision as territories of the United States. The Buy American andards SFA's must comply with when purchasing commercial food products of the United States.	GFA's) to purchase, to the maximum extent practicable, domestic modity or product" as an agricultural commodity that is produced ates using substantial agricultural commodities that are produced processed product consists of agricultural commodities that were ds, Puerto Rico, and the Northern Mariana Islands are allowed an provision (7 CFR Part 210.21(d)) is one of the procurement		
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.				
		Does Vendor agree	YESInitials of Authorized Representative of Vendor		
69.	are ine Dis	ebarment and Suspension (Executive Orders 12549 and 12689): By se currently listed on the government-wide exclusions in SAM as debar eligible under statutory or regulatory authority other than Executive Ostrict if he/she is later listed on the government-wide exclusions in SAM declared ineligible under statutory or regulatory authority other than Executive Ostronomers.	red, suspended, or otherwise excluded by agencies or declared der 12549. Contractor further agrees to immediately notify the I, or is debarred, suspended, or otherwise excluded by agencies		
			? YESInitials of Authorized Representative of Vendor		
	Vei	endor agrees that it will not provide services listed above to the District	with said funds.		
	4.	A person or entity who has been hired to represent associations legislation, agency rules, ordinances, or other government policies.	or other entities for the purpose of affecting the outcome of		
	3.	Any partner, employee, employer, relative, contractor, consultant, or	related entity of a person or entity described by item 2; or		
	2.	A person or entity that is required to register with the Texas Ethics of Lobbyists);	Commission under Government Code Chapter305 (Registration		
		Lobbying expenses incurred by the district;			

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

Ver	ndor's Name					
Aut	thorized 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)					

	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.	OFFICE USE ONLY
	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).	Date Received
	By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7 th 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.	
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 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, business day after the date the originally filed questionnaire becomes incomplete or inaccurate.	is pending and not later than the 7th
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 business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional necessary.	e filer has an employment or other litional pages to this form CIQ as
	Is the local government officer named in this section receiving or likely to receive taxable incommon the filer of the questionnaire?	ome, other than investment income,
	Yes No	
	B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investigation	tment income,
	Yes No	
	C. Is the filer of this questionnaire employed by a corporation or other business entity with res officer serves as an officer or director, or holds an ownership of 10 percent or more?	pect to which the local government
	Yes No	
	D. Describe each employment or business relationship with the local government officer name	d in this section
ΔI		
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
 - 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:
 - 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;
 - communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract;
 and
 - 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

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 INTERES	STED PARTIES		FOR	м 1295	
				1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested Complete Nos. 1, 2, 3, 5, and 6 if there are no interest.		CE	OFFICE USE		
Name of business entity filing form, and the coof business.	une of business entity filing form, and the city, state and country of the business entity's place business.				
Vendor Name	50 V. (2010 10 10 10 10 10 10 10 10 10 10 10 10				
Name of governmental entity or state agency being filed.	MO = 100 (0)				
Edinburg CISD	Datinburg CISD Date				
Provide the identification number used by the description of the services, goods, or other pr	governmental entity or state agency to trac operty to be provided under the contract.	ck or identify the c	ontract, and prov	ride a	
Use District's Proposal # & Proposal Titl	e located on cover page of solicitation	l .			
Name of Interested Party	City, State, Country (pl	lace of business)		Nature of interest (check applicable)	
name of interested raity	City, State, Country (pi	ace of business)	Controlling	Intermediary	
E >	amp	le			
Check only if there is NO Interested Party.					
UNSWORN DECLARATION					
My name is	, an	d my date of birth is			
My address is(street)	(city)	(state)	(zip code)	(country)	
I declare under penalty of perjury that the foregoin	ig is true and correct			destastas (1901)	
Executed in	County State of		******	200	
Executed in	County, State of	on the((month)	, 20 (year)	
	Signature of authorized (De	agent of contracting	g business entity		
rms provided by Texas Ethics Commission	www ethics state tx us		Vers	ion V1.0.33	

17

DEVIATION FORM

(This form must be signed)

- 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.
- 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.
- 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:				
ist any deviations your company is submitting below: (List on separate page, if necessary)					
Company Name					
Print Name of Authorized C	ompany Official				
Signature of Authorized Co	mpany 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	Update – Select from the following: Tax ID Vendor Order Address Contact Information Update – Select from the following: Legal Name Direct Deposit Vendor Payment Address				
Individual/Company/Entity Legal Name (Must match TIN below):		DBA Name (IF Applicable):				
Taxpayer Identification Number (TIN)		OR	23			
Federal Tax ID Number (FID) - Vendor Contact Information:		SSN – Individual/Sole Proprietor				
Name: Title:		Phone: Fax:				
Vendor Type – Select only one of the following boxes:						
Individual/Sole Proprietorship C-Corporation S Limited Liability Company (LLC). Enter the tax classification (C=C	C corporation, S=S	S corporation, P=Partnership)				
Exempt payee code (if any) Exemption fr	om FATCA reporti	ting code (if any)				
Order Address:	Payment	t Remittance Address:				
	C	Check if Order Address is same as Payment Address				
Street/PO Box:	Street/PO	Street/PO Box:				
Second Line:	Second Li	Second Line:				
City: State: Zip Code:	City:	State: Zip Code:				
Banking Information:						
In an effort to process your payment faster, we request that you comples setup. Attach a voided check or letter from your financial institution. Account Type: Checking Savings Bank Name: Bank Address:	Email for	r Direct Deposit Notification: uting Number: t Number:				
City: State: Zip Code: W-9 Certification	Phone:	1.597.00				
1. The number shown on this form is my correct taxpayer identification nu (or I am waiting for anumber to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt backup withholding, or (b) I have not been notified by the Internal Rev Services (IRS) that I am subject to backup withholding as a result of a failt report all interest or dividends, or (c) the IRS has notified me that I am no lost 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 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 estate transactions, item 2 does not apply. For mortgage interest acquisition or abandonment of secured property, cancellation of contributions, to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sig Certification, but you must provide your correct TIN. Signature: Date:	from above, an Texas an understan 1. It is my Notification provide a 2. It is mand that E arally, in the	rect deposit of funds to the account and financial institution indicate nd to recover funds deposited in error in necessary, in compliance wit nd U.S. Law, and the Automatic Clearing House (ACH) rules.	ed tth I			
			*			
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 #:						
	opautou by.	Dank Code. Vendor #.				

SPECIAL TERMS & CONDITIONS

- 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 DIPOLMAS AND RELATED ITEMS.
- 2. **CONTACT**: Please call Monica Rivera at 956-289-2311, ext. 2137 or e-mail to m.anzaldua@ecisd.us if you have any questions regarding this bid.
- 3. **CONTRACT SERVICE PERIOD**: This is a term contract beginning January 1, 2024 or soon thereafter and ending December 31, 2024.
- 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.
- 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.
- DELIVERY INFORMATION: The successful bidders will be given 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 reaward 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 REQUREMENTS:

- a. General Liability
- b. Workmen's Compensation
- c. Property Liability

Edinburg Consolidated Independent School District CSP 24-28, Diplomas & Related Items PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	
	EDINBURG NORTH HIGH SCHOOL					
1	EDINBURG NORTH HIGH SCHOOL DIPLOMA INSERTS (see attached samples)	630	EACH	\$	\$	
2	EDINBURG NORTH HIGH SCHOOL DIPLOMA COVERS Diploma cover with jacket and insert sheet, side opening, school sketch inside left side, diploma to go inside right side, right back to be plain. (see attached sample)	630	EACH	\$	\$	
3	BLANK DIPLOMAS	10	EACH	\$	\$	
	ECONOMEDES HIGH	sсно	OL			
4	ECONOMEDES HIGH SCHOOL DIPLOMA INSERTS (see attached sample)	600	EACH	\$	\$	
5	ECONOMEDES HIGH SCHOOL DIPLOMA COVERS Diploma cover with jacket and insert sheet, top opening, school sketch inside top, diploma to be inside bottom, bottom back to be plain. (see attached sample)	600	EACH	\$	\$	
6	BLANK DIPLOMAS	600	EACH	\$	\$	
	EDINBURG HIGH S	СНООІ				
7	EDINBURG HIGH SCHOOL DIPLOMA INSERTS (see attached sample)	700	EACH	\$	\$	
8	EDINBURG HIGH SCHOOL DIPLOMA COVERS Diploma cover with jacket and insert sheet, side opening, school sketch inside left side, diploma to go inside right side, back right side to be plain. (see attached sample)	700	EACH	\$	\$	
9	BLANK DIPLOMAS	150	EACH	\$	\$	
	ROBERT VELA HIGH	SCHO	OL			
10	ROBERT VELA HIGH SCHOOL DIPLOMA INSERTS (see attached sample)	650	EACH	\$	\$	
11	ROBERT VELA HIGH SCHOOL DIPLOMA COVERS Diploma cover with jacket and insert sheet, side opening, school sketch inside left side, diploma to go inside right side, right back to be plain. (see attached sample)	650	EACH	\$	\$	
12	BLANK DIPLOMAS	50	EACH	\$	\$	
	ACCESSORIES					
13	VALEDICTORIAN HONOR MEDALLIONS W/NECK RIBBONS Each with colors indicated by schools	4	EACH	\$	\$	
14	SALUTATORIAN HONOR MEDALLIONS W/NECK RIBBONS Each with colors indicated by schools	4	EACH	\$	\$	
15	VALEDICTORIAN STOLE, YEAR INCLUDED Colors will be indicated by schools	4	EACH	\$	\$	
16	SALUTATORIAN STOLE, YEAR INCLUDED Colors will be indicated by schools	4	EACH	\$	\$	

Edinburg Consolidated Independent School District CSP 24-28, Diplomas & Related Items PROPOSAL FORM

ITEM

DESCRIPTION QTY UNIT **UNIT PRICE** TOTAL # **GRADUATION REGALIAS** DLA MEDALLION Silver medal With school name engraved on it, and ribbons 2425 **EACH** \$__ corresponding with school colors PAMS MEDALLION 18 Gold Medal with school name engraved on it, and ribbon 2015 **EACH** corresponding with school color MULTIDISCIPLINARY 19 2275 **EACH** Single Cord (Blue) STEM 20 1150 **EACH** Single Cord (Red) PUBLIC SERVICE 21 500 **EACH** Single Cord (Green) ARTS & HUMANITIES 22 1130 **EACH** Single Cord (Orange) **BUSINESS & INDUSTRIAL** 23 1125 **EACH** Single Cord (Yellow) HONOR CORDS 24 225 **EACH** Double Cord (Gold) HONOR CORDS 25 170 **EACH** 3 color intertwined - color choice per campus TOTAL

INFORMATION FOR SCHOOL COVERS

Edinburg North High School

Cover is black with gold letters

Economedes High School

Cover is navy blue with gold letters

Logo to be navy blue with orange outline (not to have Jaguars alongside as in picture just the JE)

Logo to be at the top of school name (like Edinburg High School)

Edinburg High School

Cover is Royal Blue with metallic silver letters

E is red

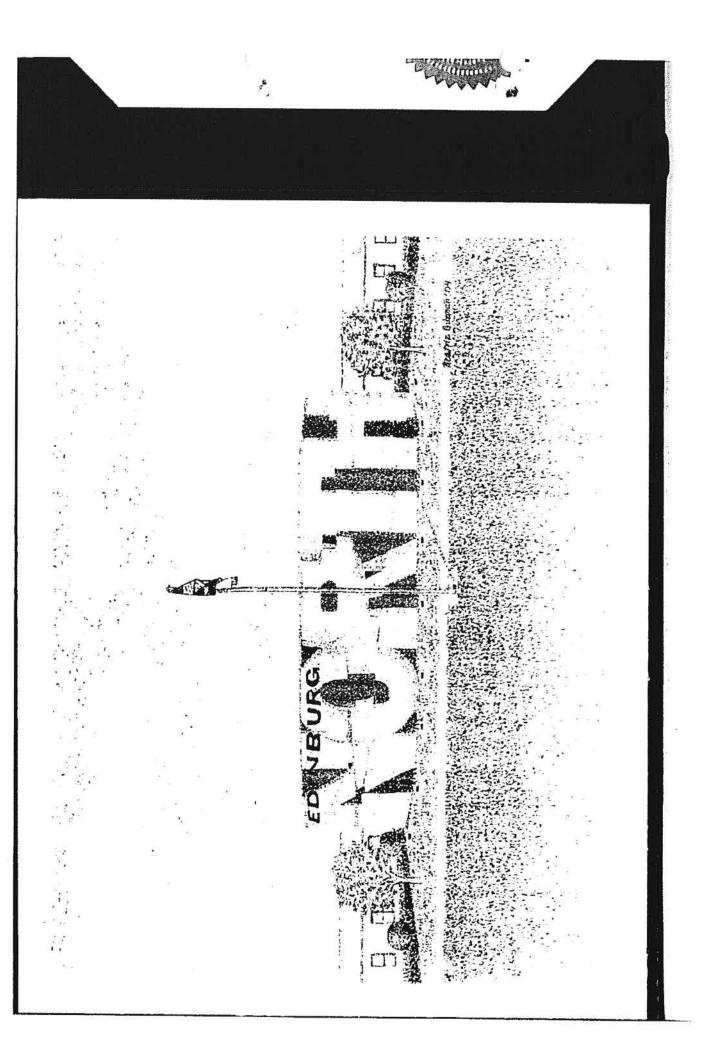
Vela High School

Cover is black with metallic silver letters

Picture if school on royal blue paper with school outline in black

Be sure to contact school for all details if awarded bid. They can tell you the font needed and any other information.

Address Rock Migh Behard Edictors, Cense



Chinburg Aorth High Arhool

Thinburg



Texas

Edinburg Consolidated Independent School District and is therefore awarded this has satisfactorily completed a course of study as prescribed for graduation by the

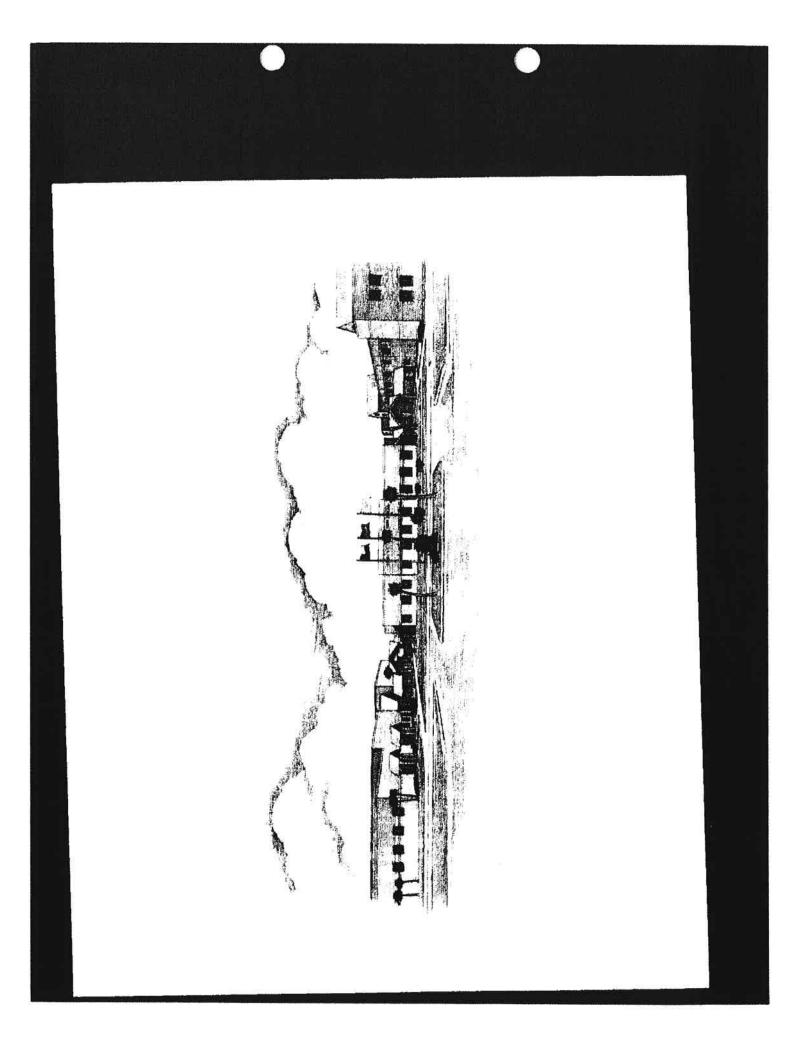
Diploma

by order of The Board of Education

Bate of Amard

Muny Sale





G. Cramomedes Aigh & Ediuburg

Pernanda Alexzandra Garria

has satisfactorily completed a course of study as prescribed for graduation by the Tdiubury Consolidated Independent School District and is therefore awarded this

Diploma

by order of The Board of Chucation June 3, 2021 Date of Atoms



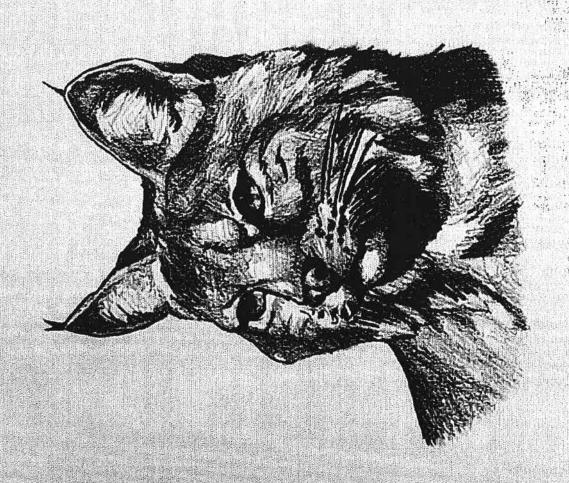




Mouny Sale



EDINBURG HIGH SCHOOL EDINBURG, TEXAS



eil e. Saitete

Kimbury High Serin.

Adirchurg



<u> Adinburg Consolidated Independent School District and is therefore awarded this</u> has satisfactorily completed a course of study as prescribed for graduation by the

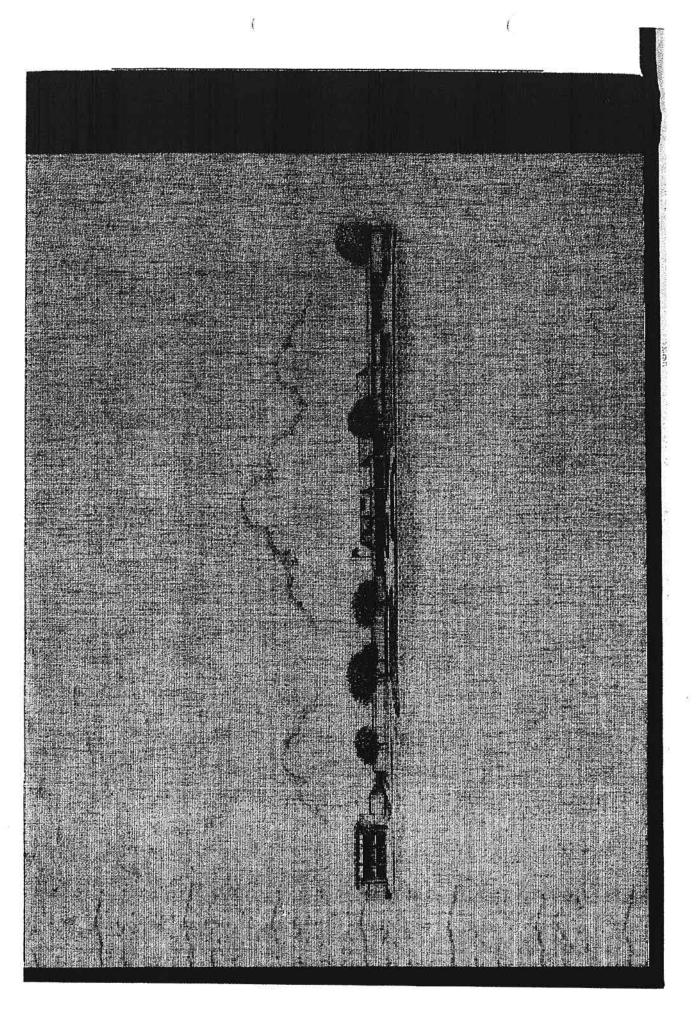
Mitpullman

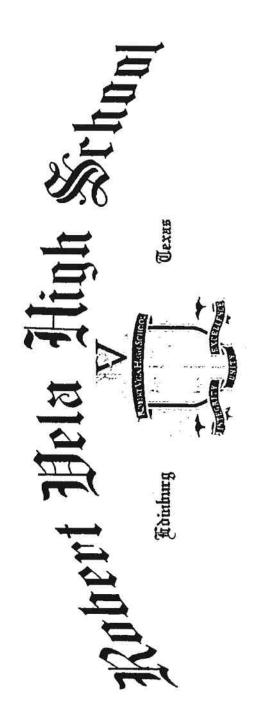
by order of The Pourd of Aducation

Bate of Atourd

Muny Sal

Robert Vela dan State





has satisfactorily completed a course of study as prescribed for graduation by the Tdiuburg Consolidated Independent School District and is therefore awarded this

Aiploma

by order of The Sourd of Souration

Date of Atsurd

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