



EDINBURG CISD

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

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LETTY FLORES, Member
LETICIA "LETTY" GARCIA, Member
DOMINGA "MINGA" VELA, Member
Dr. Mario H. Salinas, Superintendent

Request for PROPOSAL

NO: 24-33

**TITLE: E-RATE 27 (YEAR 2024)
BASIC MAINTENANCE**

This Proposal includes the following forms:

CLOSING TIME/DATE:

Closing Time: 1:00 P.M.
Closing Date: January 22, 2024

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 Coordinator
411 North 8th Ave, 2nd Floor
Edinburg, TX 78540

DATE WEBBED: December 22, 2023

- Intent to Bid
- Vendor Check List
- Table of Contents
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties
- Certification of Interested Parties Example
- Deviation Form
- Authorization for Direct Deposit
- Debarment, Suspension, Ineligibility & Voluntary Exclusion
- W-9 Form
- Additional Terms & Conditions
- General RFP Information
- General Project Specifications
- Project Specifications
- Project Requirements & Responsibilities
- Appendix

Amaro Tijerina 12/22/23
Purchasing Director Date

*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 the 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: _____

(Signature of Person Authorized to Sign Bid)

Email: _____

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 or <https://ecisd.edlioschool.com/apps/events/calendar/?id=d1311554>

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

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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.

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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.

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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.

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- 41. **Evaluation Factors:** The proposal award shall be based on the following evaluation factors:
 - a. the purchase price;
 - b. the reputation of the vendor and of the vendor's goods or services;
 - c. the quality of the vendor's goods or services;
 - d. the extent to which the goods or services meet the district's needs;
 - e. the vendor's past relationship with the district;
 - f. 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:
 - a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
 - b. 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;
 - c. 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;
 - d. 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.

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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

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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

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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 grant 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

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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? 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

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

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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.

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 vendor 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 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A vendor 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 vendor 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 about whom the information is being disclosed.

Name of Officer

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

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

Yes No

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

Yes No

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

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.03(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor 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>

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
Example			
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 _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct			
Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			

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): _____		DBA Name (IF Applicable): _____
Taxpayer Identification Number (TIN) _____ - _____		OR
Federal Tax ID Number (FID) _____ - _____		SSN – Individual/Sole Proprietor _____ - _____
Vendor Contact Information:		
Name: _____	Title: _____	Phone: _____ Fax: _____
Vendor Type – Select 5 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:		Payment Remittance Address:
Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<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"/>	Email for Direct Deposit Notification: _____	
Bank Name: _____	ABA Routing Number: _____	
Bank Address: _____	Account Number: _____	
City: _____ State: _____ Zip Code: _____	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.		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: _____		Signature: _____ Date: _____
Print Name/Title: _____		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 #: _____

I. ADDITIONAL TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF PROPOSALS AND APPLY AS ADDITIONS TO THE DISTRICTS' STANDARD TERMS AND CONDITIONS.

1. **BID BOND:** Proposals may require a BID BOND in the amount of 5% of the minimum estimated range of expenditures and must be submitted with the proposal. Any surety company used for the bid bond must be licensed to do business in the State of Texas. Bid bond must be made payable to the Edinburg Consolidated Independent School District.
2. **PERFORMANCE , LABOR AND MATERIALS BONDS:** Vendor shall obtain, and shall require each subcontractor (if subcontractors are used) to obtain, a performance bond and a labor and material payment bond in the amount of 100% of the contract sum in the case of vendor, and 100% of the applicable contract amount for each designated subcontractor. Vendor shall deliver the executed originals of its required bonds to the District not later than the date of execution of the agreement, and deliver the executed originals of the required subcontractor bonds to the District not later than the date of execution of the subcontractor agreement with any such subcontractor.
3. **TERM OF OFFER:** The district reserves the right to reorder from the company(s) awarded the proposal for the period of one (1) year after the school board approves the proposal subject to verification of the same or lower prices, conditions, and service and quality of merchandise. Discontinued items can be replaced with equal or better products upon acceptance by district of replacement product.
4. Prices quoted in the vendor(s) response for all labor and materials will remain in effect for a period of at least ninety (90) days from the issuance date of the vendor(s) response. Equipment and capacity requirements are the best estimates currently available. The district reserves the right to modify quantity and configuration requirements. The vendor agrees to sell the District the revised quantity of items at the unit price (or lower) as stated in the RFP regardless of quantity changes.
5. The District reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.
6. **Unsigned proposals will not be considered.** Person signing offer should indicate title or authority to bind their company to a contract.
7. No faxed proposal will be considered. Proposals must be originals and have original signatures.
8. **All changes to the proposal must be in written addendum and signed by the Purchasing Coordinator.**
9. Any agreement or contract resulting from the acceptance of a proposal shall be supplied by or approved by the District.
10. No proposals may be withdrawn without prior written approval after a contract has been signed or partial performance of any project has begun.
11. In case of error in extensions, unit price shall govern.
12. An explanation of the technical options that were considered and why the bidder is proposing the one in the bid is required.
13. **All purchases will be made contingent on the availability of Universal Service Funds.**
14. Payment for Technical Support Services will be paid as services are completed. Any hours not utilized by vendor will not be billed.
15. No cash advance discount will be considered.

RFP 24-33, E-RATE 27 (YEAR 2024) BASIC MAINTENANCE

16. If through any cause, the District determines that the successful Vendor(s) has(have) failed to fulfill, in a timely and proper manner, the obligations agreed to, the District shall have the right to terminate the contract by specifying the date of termination in a written notice to the Vendor at least thirty (30) days before the termination date.
17. Delivery shall be made during normal working hours unless prior approval has been obtained from the District. A timeline for delivery of items will be presented to the District by vendor, after the purchase order has been received by the vendor.
18. Installation included in the specifications shall be included at no additional cost above the total proposal price on items specified. Equipment is to be complete including operating/owner's manuals. Installation will include locating the items in the proper location within the building, uncrating, complete assembly, and adjustment by a trained installer, and removal of all debris. After connection is established, equipment should be made ready for use.
19. These conditions are applicable and form a part of the contract documents in each piece of equipment, software, supplies, materials and services contract and a part of the terms of each purchase order for items included in the specification and proposal forms issued herewith.
20. **OMISSIONS:** Omissions in the proposal on any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.
21. **WARRANTY:** Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by the vendor for three (3) years from payment date against any defects, except in the case of cabling infrastructure which shall have a 15 year or lifetime warranty against any defects.
 - a) Defects which may occur as the result of faulty materials or workmanship within the three years after installation and acceptance by the District shall be corrected by the vendor at no additional cost to the District. The vendor shall within 30 days of notification by the District, correct, replace, or re-perform (including modifications or additions as necessary) any nonconforming or defective cabling work.
 - b) In the case of cabling infrastructure, in addition to physical component warranty, said warranty will cover functionality of the cable to support 100MHz/155Mbps throughout the warranty period. The period of the vendor's warranty (ties) for any items herein are not exclusive remedies, and the District has recourse to any warranties of additional scope given by the vendor to the District and all other remedies available at law or in equity.
 - c) The vendor's warranties shall commence with acceptance of/or payment for the work in full. If the vendor procures equipment or materials under the Contract, the vendor shall obtain for the benefit of the District equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.
 - d) The vendor shall pass along to the District any additional warranties proposed by the manufacturers at no additional cost to the District.
22. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and Acceptance will be at destination and upon successful installation unless otherwise indicated. Title to, or risk of loss of damage to all items shall be the responsibility of the successful Vendor until acceptance by the District unless loss or damage results from negligence by the District. If the materials or services supplied to the District are found to be defective or do not conform to the specifications, the District reserves the right to cancel the contract upon written notice to the vendor and return products at the Vendor's expense based upon the terms of the Contract.
 - a) The District shall at all times have access to the work wherever it is in preparation or progress and the Vendor shall provide proper facilities for such access and for inspection.
 - b) The Vendor shall not close up any work until the District has inspected the work. Should the vendor close up the work prior to inspection by the district, the vendor will be required to uncover the work for inspection by the District at no cost to the District and then recover the work according to the specification contained herein.
 - c) The vendor shall notify the District in writing when the work is ready for inspection. The District will inspect the work as expeditiously as possible after receipt of notification from the vendor.

RFP 24-33, E-RATE 27 (YEAR 2024) BASIC MAINTENANCE

- 23. **PROPOSED PRICES:** All prices in this proposal are to include the furnishing of all materials, equipment, maintenance and training manuals, tools and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The District will not be liable for any costs beyond those proposed herein and awarded. Time and materials proposal will be unacceptable.
- 24. **CANCELLATION:** In the event provisions of this RFP are violated by the Vendor, the District may give written notice to the vendor stating the deficiencies and unless deficiencies are corrected within five (5) district working days, recommendations will be made to the District for immediate cancellation. The district reserves the right to terminate immediately any contract resulting from this RFP for failure to correct deficiencies.
- 25. **NON-SOLICITATION:** Vendors agree not to hire, or otherwise solicit, the employment of any District employee associated with the bid awarding process and/or involved in the implementation of services and products acquired hereunder during the term of this Agreement or for two (2) years thereafter.

I have read these ADDITIONAL TERMS AND CONDITIONS and fully understand them, and will fully execute them if I am awarded this bid.

Print Signature Name

Authorized Signature

Date

A. INTENT OF REQUEST FOR PROPOSAL

1. It is the intent of these specifications to secure sealed proposals for **RFP 24-33, E-Rate 27 (2024) Basic Maintenance Service, which are contingent upon Universal Service Funds (USF) for ERATE 27 (July 1, 2023 - June 30, 2024)**. This RFP may be viewed and/or downloaded at www.ecisd.us or <https://ecisd.edlioschool.com/apps/events/calendar/?id=d1311554>
2. Prices quoted shall be all-inclusive and represent complete installation and/or delivery of projects as specified. Prices quoted shall be all-inclusive and represent complete installation at the sites specified. The successful vendor(s) shall be responsible for all parts, labor and all other associated items necessary to completely install, test, and turnover as appropriate and specified for acceptance to the Edinburg Consolidated Independent School District the Project detailed in this proposal. One or more vendors can be selected for each project or combination of projects.

B. CORRESPONDENCE INSTRUCTIONS

1. **Potential Proposers may submit written questions via email to Eduardo Javier Moreno, Assistant Superintendent at edu.moreno@ecisd.us. The questions and responses will be posted on the District Information directory under Erate Questions and Answers on the ECISD Website. All questions must be received no later than the designated closing time and date. Telephone inquiries will not be accepted.**
2. If a proposer discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this RFP, the proposer shall immediately notify Claudina E. Longoria at the Purchasing Department in writing. If a proposer fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, the proposer shall submit a response at its own risk and under such conditions. If the proposer is awarded a contract, then such proposer will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
3. The Senior Buyer's official responses to all general questions (i.e. questions other than those that relate to confidential subject matter, or to a matter specific to a requester) received will be distributed to all proposers via the Purchasing Department.

C. CONTACT INFORMATION

<p>Eduardo J. Moreno, Ph.D. Assistant Superintendent for Technology Edinburg Consolidated Independent School District 411 N. 8th St. Edinburg, TX 78541 Phone: (956) 289-2325 Fax: (956) 316-7481 Email: edu.moreno@ecisd.us</p>	<p>Joe Huerta System Engineer Edinburg Consolidated Independent School District 411 N. 8th St. Edinburg, TX 78541 Phone: (956) 289-2325 Fax: (956) 316-7481 Email: jj.huerta@ecisd.us</p>
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RFP 24-33, E-RATE 27 (YEAR 2024) BASIC MAINTENANCE

D. PROPOSAL SUBMITTAL INSTRUCTIONS

Please submit one (1) original and one (1) copy of your proposal.

(Please label each one accordingly, ORIGINAL and COPY)

The Office of the Purchasing Director
Edinburg Consolidated Independent School District
411 North 8th Ave, 2nd Floor
P. O. Drawer 990
Edinburg, TX 78541
Phone: (956) 289-2311

E. CAMPUS SUMMARY

<i>Campus</i>	<i>Address</i>	<i>Campus #</i>
Austin Elementary	1023 E. Kuhn	(956) 289-2331
Avila Elementary	9205 N. Alamo Rd.	(956) 289-2307
Betts Elementary	2320 S. Cesar Chavez Rd.	(956) 289-2560
Brewster Elementary	Rt. 5 Box 101	(956) 289-2334
Cano-Gonzalez Elementary	1701 S. Raul Longoria	(956) 289-2380
Canterbury Elementary	2821 W. Canton Rd.	(956) 289-2374
Cavazos Elementary	1501 W. Freddy Gonzalez	(956) 289-2535
Crawford Elementary	1800 East Davis Rd	(956)-289-2410
De la Vina Elementary	1001 S. Jackson Rd.	(956) 289-2366
Eisenhower Elementary	2901 Russell Rd.	(956) 289-2540
Escandon Elementary	1100 E. Trenton Rd.	(956) 289-2545
Esparza Elementary	2510 S. Cesar Chavez	(956) 289-2308
Freddy Gonzalez Elementary	2401 S. Sugar Rd.	(956) 289-2520
Flores-Zapata Elementary	14000 North Rooth Rd	(956)-289-2445
Gorena Elementary	Freddy Gonzalez Drive	(956)-289-2460
Guerra Elementary	10010 N. Villa Fernandez	(956) 289-2530
Hargill Elementary	P.O. Box 125	(956) 289-2338
Jefferson Elementary	904 S. 12 TH	(956) 289-2385
J.F. Kennedy Elementary	1/2 Mi. E. Hwy. 107 on 7th St.	(956) 289-2390
L.B. Johnson Elementary	1801 E. Sprague	(956) 289-2358
Lee Elementary	1215 W. Sprague	(956) 289-2342
Lincoln Elementary	1319 E. Lovett St.	(956) 289-2525
Magee Elementary	3420 Rogers Rd.	(956) 289-2306
Monte Cristo Elementary	4010 N. Doolittle Rd.	(956) 289-2362
Ramirez Elementary	1700 West Alberta Rd	(956)-289-2425
San Carlos Elementary	505 S. 83 rd	(956) 289-2370
Travis Elementary	1200 S. 21 st St.	(956) 289-2354
Trevino Elementary	909 S. Mon Mack Rd.	(956) 289-2550
Truman Elementary	701 W. Rogers Rd.	(956) 289-2555
Villarreal Elementary	4014 N. Doolittle Rd.	(956) 289-2377
Zavala Elementary	3615 W. Rogers Rd.	(956) 289-2350
Barrientes Middle School	1100 E. Ebony	(956) 289-2430
B.L. Garza Middle School	1202 N. Mon Mack Rd.	(956) 289-2480
Harwell Middle School	9207 North Alamo Rd	(956) 289-2440
Longoria Middle School	14101 North Rooth Rd	(956) 289-2486
Memorial Middle School	3105 N. Doolittle Rd.	(956) 289-2470
South Middle School	601 W. Freddy Gonzalez	(956) 289-2415
Edinburg High School	2600 E. Wisconsin Rd	(956) 289-2400
Edinburg North High School	3101 N. Closner (N. Hwy 281)	(956) 289-2500
Economedes High School	1414 N. Alamo Rd.	(956) 289-2450
Vela High School	801 E. Canton Rd	(956) 289-2650
Edinburg Academy	1313 E. Schunior	(956) 289-2598
Administration Building	411 N. 8 TH Avenue	(956) 289-2300
Career & Technical Education	1601 N. Closner	(956) 289-2422

A. BASIC MAINTENANCE OF INTERNAL CONNECTIONS

I. Technical Support Hours

On-Site Annual Technical Support 24x7x4 hour Contract for district to cover All E-Rate Eligible fileservers, network equipment, switches, routers, and any eligible modules on switches, or routers and configuration changes. Technical support must also include maintenance on Voice over IP eligible systems, like VOIP telephony equipment and Unity messaging system.

Must have a minimum of four local certified Microsoft Engineers to provide this support (must provide local support engineer names, address, phone number and resumes).

Must have Cisco certifications, CCIE, CCNP, AVVID, and CCNA, certifications to provide this support (must provide local support engineer names, address, phone number and resumes).

Must include Toll-Free Phone Support Hotline with monthly usage reports.

Payment for Technical Support Services will be paid as services are completed. Any hours not utilized by vendor will not be billed. As stated in the Additional Terms and Conditions item # 14.

SEE APPENDIX #A – ERATE ELIGIBLE BASIC MAINTENANCE FOR CISCO EQUIPMENT

The district is requesting proposals for Erate Eligible Basic Maintenance on:

- a. Eligible Service
- b. Parts and Labor

SEE APPENDIX #B – ERATE ELIGIBLE and NON-ELIGIBLE TECHNICAL SUPPORT HOURS IN SUPPORT OF E-RATE ELIGIBLE EQUIPMENT AND SERVICES

The district is requesting responses.

SEE APPENDIX #C – ERATE ELIGIBLE UPS EQUIPMENT MAINTENANCE

The district is requesting proposals for Erate eligible and non-eligible Basic Maintenance on service and parts and labor on the following equipment.

SEE APPENDIX #D – ERATE ELIGIBLE DNS DHCP SERVERS BASIC MAINTENANCE

The district is requesting proposals for Erate eligible and non-eligible Basic Maintenance on service and parts and labor on the following equipment.

B. SUMMARY OF BASIC MAINTENANCE PROJECT COSTS

Vendor may submit proposal for 1 service or multiple services listed below.

Projects	Cost
Appendix A – Cisco Equipment Basic Maintenance	\$
Appendix B – Technical Support Hours for Basic Maintenance	\$
Appendix C – UPS Equipment Basic Maintenance	\$
Appendix D – DNS DHCP Server Equipment Basic Maintenance	\$
Total:	\$

A. COMPLIANCE WITH LAWS & REGULATIONS

Federal, State and Local Laws, Rules and Regulations

1. The vendor performance of the work, and outcome, must comply with applicable federal, state, and local laws, rules, and regulations. The vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to the District all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, the vendor shall pay all fines and penalties, including attorney's fees and other defense costs and expenses in connection therewith.
2. Federal Communications Commission - Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.
3. Codes, Standards and Ordinances - All work shall conform to the 1995 Edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. EIA/TIA Documents 568, 569, 606 and 607 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist in the foregoing, the authority having jurisdiction for enforcement will preside.

Safety Laws

1. The vendor shall take the necessary precaution and bear the sole responsibility for the safety of the methods employed in performing the work.
2. The vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning (OSHA) and all applicable state labor laws, regulations and standards.
3. The vendor shall indemnify and hold harmless the District from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on the District because of the vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

Patents and Royalties

1. The vendor, without exception, shall indemnify and hold harmless the District and its employees from any liability of any nature or kind, including costs and expenses for, or on account of, any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the District.
2. If the vendor or subcontractor uses any design, device, or materials covered by letters, patent trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Indemnification

1. The vendor shall indemnify and hold harmless the District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence of any negligence excluding negligence of the District, its agents or employees in connection with the same; or by use of any improper materials; or by, or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees.
2. The vendor further agrees to indemnify and hold harmless the District, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the vendor, its agents, associates, or employees.

RFP 24-33, E-RATE 27 (YEAR 2024) BASIC MAINTENANCE

3. The indemnification provided above shall obligate the vendor to defend at its own expense or to provide for such defense, at the District's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the District which may result from the operations and activities under this Contract whether the installation operations be performed by the Vendor, subcontractor, or by anyone directly or indirectly employed or hired by either. The award of this Contract to the vendor shall obligate the vendor to comply with the foregoing indemnity provision; however, the collateral obligation on insuring this indemnity must be complied with as set forth.

Liability and Insurance

1. The vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

Insurance Coverage

1. The vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Workman's Compensations and Employer's Liability Insurance as will assure to the District the protection contained in the foregoing indemnification provision undertaken by the vendor. Such policies shall be issued by companies authorized to do business in the State of Texas and having agents upon whom service of process may be made in the District and shall contain as a minimum, the following provisions, coverage's, and policy limits of liability.

General Liability

1. General Liability Insurance shall protect the District, the vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage, and an amount no less than Two Million Dollars (\$2,000,000.00) for damages on account of all occurrences.

Auto Liability

1. Auto Liability Insurance with bodily injury limits of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and property damage limits of not less than One Million Dollars (\$1,000,000.00).

Workman's Compensation & Employer's Liability

1. Worker's Compensation and Employer's Liability Insurance with minimum limits as required by the State of Texas but in no case less than Five Hundred Thousand Dollars (\$500,000.00).

Proof of Insurance

1. The vendor shall furnish to the District, at the District's request, a Certificate of Insurance or duplicate policies of insurance described above which specifically protect the District. The vendor also agrees to enter a defense on behalf of the District, to any and all suits or actions, in which the liability of the District is vicarious and is predicated upon allegation of some act of omission by the vendor, subcontractor, or their agents.

Claims

1. In any and all claims against the District or any of their agents or employees by any employee of the vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties or anyone for

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whose acts may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit act.

B. VENDOR QUALIFICATIONS

Experience

1. The selected Vendor shall be fully capable and experienced in the scope of work specified in the respective projects, in order to meet industry standards.
2. The selected Vendor shall have at least a Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), or a Cisco Certified Internetworking Engineer (CCIE) on staff. Engineers should be available 24 hours a day, 7 days a week, with 4 hour on-site response time. Please provide resumes of Engineers on staff.
3. To ensure the system has continued support, the District will contract with vendors having a successful history of sales, installation, service and support.
4. During the evaluation process, the District may, with full cooperation of the Vendors, visit the vendor's places of business, observe operations, inspect records, and request financial information.
5. The vendor must have a minimum of **five** years of experience in support of designated equipment, installations of WAN, LAN or Management Hardware and Software.
6. The vendor must have success in the documentation and project management associated with the E-Rate process.

Registered Communications Distribution Designer

1. The vendor must have a Registered Communications Distribution Designer (RCDD), on staff, which will be ultimately responsible for this project.
2. The RCDD must be a full time employee of the vendor.
3. The RCDD must have sufficient experience in this type of project(s) as to be able to lend adequate technical support to the field forces during installation, during the warranty period, and during any extended warranty periods or maintenance contracts.
4. A resume of the responsible RCDD must be attached to the vendor's response for evaluation by the District. Should the assigned RCDD change during the installation of this project, the new RCDD assigned must also submit a resume for review and acceptance by the District.
5. The vendor must be a **Cisco Gold Partner** for Cisco equipment.
6. The vendor must be **AVVID certified** (Architecture for Voice, Video and Integrated Data) for the VoIP telephony equipment support.

References

1. Vendors must provide a minimum of **five** school district references. These references must be for similar projects, in scope and design, as described in this proposal.
2. Vendors must provide **three** Equivalent Technical Support for WAN/LAN Project References.

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3. Vendors must provide **three** Equivalent Reference for Support for AVVID solutions
4. The references must be for projects that were completed within the last **three** years.
5. References that are not positive in nature will be grounds for vendor disqualification.
6. The district may, with full cooperation of the vendors, visit client installation to observe equipment operations and consult with references.
7. Specified visits and discussion shall be arranged through the vendors; however, the vendor personnel shall not be present during discussions with references.

C. RESPONSIBILITIES OF PARTIES

Edinburg CISD Responsibilities for Project Management if required.

1. Approve and supply proper purchase order for hardware, software, maintenance, and service installation as needed for a turn-key solution.
2. Supply space and power requirements for network equipment.
3. Provide a hard copy of floor plans for use as workstation map for location specified. (Once contract has been awarded.)
4. Approve and sign off each phase of the project for each approved vendor.
5. Provide a District Project Manager who shall act as a single point of contact for all activities regarding this project. The District Project Manager will be responsible for all decisions required of the District and shall coordinate with all campuses and departments during installation of activities.
6. ECISD reserves the right to review any and all shipping invoices before release of payment is made. Failure to place designated ECISD PO number on invoices shall delay payment.

Vendor Responsibilities

1. Provide a professional network design.
2. Provide professional installation and implementation of awarded projects, which meet industry standards.
3. Provide all electronic documentation relating to configurations performed.
4. Provide district with all associated project(s) documentation.
5. Provide services that do not interrupt normal school activities.
6. The successful Vendor(s) will complete all project(s) no later than **June 30, 2024**, unless authorized by the District in writing.
7. Vendors must deliver all equipment and parts to the District's Central Receiving warehouse located at 921 E. Schunior, Edinburg, TX 78539.
8. Vendors will be issued equipment and supplies, as needed, from the Central Receiving site; and vendors will sign for the equipment and/or supplies received through the **District Project Manager**.

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9. Vendor will provide a **local** full-time on-site Project Coordinator, which will be designated as the central contact person with the District contact. The vendor will also provide an on-site Project Manager to report daily.
10. Vendor will be responsible for the **removal** or **disposal** of all materials, debris resulting from installation and shipping containers. (From building, to dumpster.)
11. Any existing Cat 5 data cable will be removed and properly discarded from all applicable district sites.
12. Vendor will be responsible for any and all maintenance of equipment, software and communications up to three years after the completion date to include warranty maintenance on all routers, CSU/DSU's, switches, and will provide a 1-800 support hotline to call for questions and problems concerning the installed network hardware, firmware and management workstations.
13. Vendor will be responsible for providing an outline of services to be rendered, including a proposed management plan utilizing an organizational chart showing the delegation of responsibilities of key personnel. Inclusive of basic instructional training on the use of eligible equipment directly associated with equipment installation, to designated ECISD Technology Department staff.
14. Vendor will be responsible for a turn-key installation and provide necessary testing of all equipment installed.
15. Vendor will provide the necessary training to designated technology staff.
16. Delivery documents and packing slips will include customer purchase order and reference numbers.
17. Issues with DOA equipment will be managed by vendor.
18. Partial payment will require preapproval of percentage to be paid and rubric by customer.

Areas Represented by Project Team

1. ECISD - Site preparation, configuration document preparation, change control scheduling, network and LAN administrator, processing through Accounting Dept. or Purchasing Dept.
2. Vendor - Design, hardware and software installation, configuration, integration, implementation, documentation, inventory, maintenance, service, training and support.

ECISD E-Rate Compliance Contract Provisions:

The following information must be included in all ECISD E-Rate eligible contracts:

1. Vendor will submit FCC Form 474 to ECISD for review and approval before the Vendor submits FCC Form 474 to USAC for payment
2. Vendor agrees that its personnel who will be handling ECISD E-rate Program matters have reviewed the E-Rate Program Rules as well as the information identified for service providers on the School and Libraries section of USAC's website: <http://www.usac.org/sl/>
3. Vendor acknowledgment that the E-Rate Program is a federal program and that compliance with E-Rate Program Rules-including the obligations to comply with state and local procurement laws, applicable federal laws, and the instructions, notices, and certifications in the E-Rate Program application form-is a condition of receiving USAC payments and of participation in the E-Rate Program
4. Vendor acknowledges that USAC is obligated to recover funds disbursed in violation of E-Rate Program Rules.
5. Vendors acknowledges the potential consequences of non-compliance with the E-Rate Program Rules and, specifically, any failure to follow competitive bidding requirements increase the possibility of rescission of

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commitments, recoupment of disbursed E-Rate Program funds, criminal and civil prosecution, and suspension and debarment from the E-Rate Program

D. EVALUATION PROCESS

Evaluation of Responses

1. Vendors must complete all forms provided in proposal packet. Failure to do so will disqualify the vendor. Incomplete responses will not be considered.
2. The district reserves the right to reject any and all proposals and to request clarifications and participate in any negotiation process with each vendor to clarify the projects and afford all vendors the opportunity to provide the district with the best prices, products, services and terms.
3. The district may at its discretion and at no fee to the District, invite any Vendor to appear for questioning during the response evaluation for the purpose of clarifying statements in the response.
4. The award of the contract shall be made to the responsible bidder, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in this Request for Proposal. All negotiations are kept confidential until awarded.

Evaluation Criteria – This proposal will be evaluated using the evaluation criteria factors listed below and any other relative factor deemed necessary by the Edinburg Consolidated Independent School District and may change at the discretion of the District. The evaluation scoring will be determined by the evaluation committee.

Evaluation Criteria
Price
Vendor's Prior Experience
Personnel Qualifications and Certifications
Erate Project Management
Erate Business Management
Meeting the Overall ECISD Objectives

B. BID SHEETS – ITEMIZED LIST REQUIRED

Vendor must provide an itemized list of prices and descriptions of services.

TOTAL PROPOSAL AMOUNT \$ _____

Please state other extended warranties you provide.

REQUIREMENTS: (ALL VENDORS MUST SUBMIT THE FOLLOWING INFORMATION IN ORDER TO BE CONSIDERED FOR THE PROPOSAL)

1. Provide background information on your firm.
2. Provide a name of staff most likely to perform this work and their qualifications.
3. Provide a list of similar installations with contact persons, addresses, and telephone numbers.
4. Provide an itemized listing of all costs; itemize the hardware equipment, software, labor, etc., by individual site that is proposed for this project.
5. Provide any other information you feel is necessary for proposal evaluation.

SIGNATURE

DATE

PRINTED NAME AND POSITION

ADDRESS

CITY, STATE, ZIP

PHONE #

FAX #

C. REQUEST FOR REFERENCES

Please provide a list of at least five (5) references with which you have conducted similar E-Rate business. Provide the following:

Contact Name:

Company Name:

Phone Number:

E-Mail:

D. QUESTIONNAIRE

1. Is your company a historically underutilized business (HUB)?

Yes No

2. Please state the number of years that your company has been in business.

Number of years in business: _____

3. Please state your company's annual dollar volume in sales.

Annual dollar volume in sales: _____

4. How many people does your company employ?

Total number of employees: _____

5. Does your company offer on-site hardware, software, and services in Edinburg?

Yes No

6. If you offer on-site services in Edinburg, what is the name of the company that will perform the service?

Support Company: _____

7. If you offer on-site services in Edinburg, how many technicians does the company that will provide the service employ in the South Texas Area (south of San Antonio)?

Number of Local Technicians: _____

8. What response time can your company assure the District for on-site service from the time the initial service call is placed? Please state time in number of hours.

Guaranteed Turnaround Time: _____

10. Does your company employ MCSE(s) Microsoft Certified Systems Engineers, and/or Registered Communications Distribution Designer(s)? If Yes, list below:

Number of MSCE's: _____

Number of RCDD's: _____

11. Approximately how many school districts has your company done business with in the last 12 months?

Number of School District: _____

12. Approximately what dollar volume in sales did your company do with school districts in the last 12 months?

Annual Dollar Volume with School Districts: _____

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13. Who would the project manager for these projects be? (Attach resume)

Name: _____

Title: _____ Phone: _____

14. Please provide names and references for similar projects that this Project Manager has been responsible for:

15. Is your company a corporate member of Building Industry Consulting Services, Inc. (BICSI)?

Yes

No

E. PROPOSAL CHECKLIST

In order for your proposal to be considered, the following items are required to be included in the proposal package:

- 1. Standard Terms and Conditions _____
- 2. Non-Collusive Bidding Certification _____
- 3. Felony Conviction Notification _____
- 4. Specifications _____
- 5. Proposal Specification Requirement Form _____
- 6. Bid Sheets for Projects Being Proposed. _____
- 7. Signature Page _____
- 8. Questionnaire _____
- 9. Bid Bond _____ N/A

Please submit the whole package even if not proposing on all items.