



EDINBURG CISD

PURCHASING DEPARTMENT

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

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

Request for COMPETITIVE SEALED PROPOSALS

NO: 24-60

TITLE: DISTRICT WIDE ENTRY RESISTANT
FILM FOR DOORS AND WINDOWS

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- Special Terms & Conditions
- Proposal Form
- Request for Competitive Sealed Proposals
- Performance Bond and Labor and Materials Payment Bond
- ATTACHMENT: Proposal Forms

CLOSING TIME/DATE:

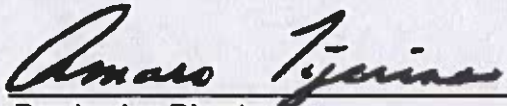
Closing Time: 3:00 P.M.
Closing Date: May 21, 2024

BUYER:

Monica Rivera, Senior Buyer
Phone: 956-289-2311, Ext.2137
Fax: 956-383-7687
Email: m.anzaldua@ecisd.us

DELIVER BIDS TO:

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

 5/1/24
Purchasing Director Date

DATE WEBBED: May 1, 2024

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

Vendor Certification

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

Firm Name: _____

Telephone 1-800-_____

Address: _____

Or: _____

City: _____

Fax: _____

State: _____ Zip: _____

Web Address: _____

Email: _____

(Signature of Person Authorized to Sign Bid)

Date: _____

Printed Name: _____

Title: _____

(Please print or type name above)

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

INTENT TO BID

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

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

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

NAME: _____

TITLE: _____

ORGANIZATION: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

E-MAIL: _____

WEB SITE: _____

VENDOR CHECK LIST

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

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

Company Name

Print/Type Signature Name

_____ Date

Official Title

STANDARD TERMS & CONDITIONS

(REVISED SEPTEMBER 2022)

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

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

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

**Edinburg Consolidated Independent School District
Attn.: Accounts Payable Department
Drawer 990
Edinburg, Texas 78540-0990**
8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

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

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

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

Pursuant to the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any sub-awards 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

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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 Guam, 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>

CSP 24-60, DISTRICT- WIDE ENTRY RESISTANT FILM FOR DOORS AND WINDOWS

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)
			<input type="checkbox"/> Controlling <input type="checkbox"/> 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____ <div style="text-align: right; margin-right: 50px;"> (month) (year) </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			

CSP 24-60, DISTRICT- WIDE ENTRY RESISTANT FILM FOR DOORS AND WINDOWS

**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"/>
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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: _____
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Vendor Type – Select only one of the following boxes:

Individual/Sole Proprietorship
 C-Corporation
 S-Corporation
 Partnership
 Trust/Estate
 Other: Explain _____

Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Order Address: Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____	Payment Remittance Address: <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____
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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.

Signature: _____ Date: _____

Print Name/Title: _____

Direct Deposit Authorization and Agreement

I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that:

1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address.
2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons.
3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.

Signature: _____ Date: _____

Print Name/Title: _____

Send completed form to: ECISD requestor or:
 Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: ECISDinvoice@ecisd.us, OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074

Finance Office Use Only: Updated Record on:	Updated by:	Bank Code:	Vendor #:
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SPECIAL TERMS & CONDITIONS

1. **INTENTION:** It is the intention of the Board of Trustees of the Edinburg Consolidated Independent School District to receive proposals from interested vendors to select vendor(s) offering the best value for **DISTRICT - WIDE ENTRY RESISTANT FILM FOR DOORS AND WINDOWS**.
2. **CONTACT:** Please call Moncia Rivera at 956-289-2311, ext. 2137 or e-mail to m.anzaldua@ecisd.us if you have any questions regarding this bid.
3. **CONTRACT SERVICE PERIOD:** This is a one-time purchase.
4. **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.
5. **PAYMENT INFORMATION:** Payments will be made on the District's regular payment schedule.
6. **TERMS:** Net 30 unless otherwise noted as an exception.
7. **ADDENDUMS:** It will be the vendor's responsibility to check the Purchasing Website for any addendums or additional information. ECISD website is www.ecisd.us. Click on Departments, then Purchasing. Once at the Purchasing site, locate the calendar list in middle and click on title of the solicitation. If you do not see it on the list, click the month button on top and you will see complete month with all solicitations the District is currently seeking out. Any questions, please contact the Purchasing office and we will assist you.
8. **DELIVERY INFORMATION:** The successful bidders will be given reasonable length of time for delivery, however, purchase orders over thirty (30) days old are considered unreasonable. The Edinburg CISD reserves the right to review the bidder's delivery performance and to re-award to the next lowest vendor, if delivery is unsatisfactory.
9. **FORMS TO BE FILLED OUT:** The following forms **MUST** be filled out and **SIGNED/DATED**:
 - a. Conflict of Interest (If it does not apply, put N/A and **sign/date**).
 - b. Certificate of Interest Parties-Form 1295 (Does not need to be notarized, however, the bottom part **MUST** be filled out and **signed/dated**).
 - c. Edinburg Consolidated Independent School District Substitute W-9 and District Deposit Authorization Form (**Fill out and sign**)
10. **INSURANCE REQUIREMENTS:**
 - a. General Liability
 - b. Workmen's Compensation
 - c. Property Liability

PROPOSAL FORM

PROPOSAL NO. 24-60, District – Wide Entry Resistant Film for Doors and Windows

EDINBURG, TEXAS

**MR. AMARO TIJERINA
DIRECTOR OF PURCHASING
EDINBURG CISD
411 N. 8TH AVENUE
EDINBURG, TEXAS 78541**

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to the project, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the District.

It is understood that the following quantities of work to be done at unit prices are actual only and are intended principally to serve as guide in evaluating proposals.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the District, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

The 5% proposal security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (10) days after its acceptance, in which case the proposal security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder, it is understood that the Owner reserves the right to reject any or all proposals.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

PROJECT: CSP 24-60, District – Wide Entry Resistant Film for Doors and Windows

OWNER: Edinburg Consolidated Independent School District
411 North 8th Avenue
Edinburg, TX 78541

CSP DEADLINE: Tuesday, May 21, 2024 @ 3:00 P.M.

INVITATION: Your firm is invited to submit Competitive Sealed Proposals to the Owner, at the Owner's address indicated above, for the work described above, on or before the RFCSP deadline indicated above.

PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference will be conducted at the Maintenance & Facilities Conference Room, 1305 E. Schunior, Edinburg, TX. on Wednesday, November 2, 2022 at 9:00 A.M. All contractors proposing to submit competitive sealed proposals on this project are strongly encouraged to attend.

INSPECTION OF SITE: The site is also accessible for inspection after the pre-proposal meeting upon notification to Robert Saenz, Director of Maintenance or Eric Villarreal, Grounds Foreman at 956-289-2578 or ro.saenz@ecisd.us or eric.villarreal@ecisd.us. Proposers are encouraged to visit the site and assess existing conditions.

PROPOSAL SECURITY: Proposers will be required to provide Proposal Security in the form of a Bid Bond in the amount of 5 percent of the largest possible total proposal, including consideration of alternates, with each proposal. A Bid Bond shall be issued by a Surety acceptable to the Owner and meeting the requirements of General Conditions of the Contract. Bid Bonds shall be prepared on forms meeting all the requirements of applicable States of Texas statues. Bid Bonds shall be issued on forms acceptable to the Owner and shall include, as a minimum standard, the information and requirements. Failure to provide the Bid Bond with the proposal may constitute a non-responsive proposal and the proposal may not be considered.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The successful offeror will be required to provide 100% Performance and Labor and Materials Payment Bonds in strict conformance with all the requirements of the Specifications. Failure to do so will result in cancellation of the contract award and forfeiture of the Bid Bond security as liquidated damages.

Proposal withdrawal: Proposals will be required to be submitted under a condition of irrevocability for a period of 60 days after submission. No proposal may be withdrawn for a period of 60 days.

OWNER'S RIGHT OF REJECTION: The owner reserves the right to accept or reject any or all offers (competitive sealed proposals).

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

GENERAL

RELATED DOCUMENTS: PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

The Contractor shall, prior to the execution of the Contract, furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the Contract Price covering 100% performance and 100% payment, and with such sureties secured through the contractor's usual sources as may be agreeable to the parties.

The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the work is commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix hereto a certificate and current copy of his Power of Attorney.

Any Payment and Performance Bond furnished pursuant to the provisions of Art. 5160, Vernon's Texas Civil Statutes, connected with this project, shall be furnished by a corporate surety or corporate or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code, that has stated capital and surplus (as reported by it to the Texas Insurance Commission in its most recent report) that is in excess of ten times the stated amount of the Payment Bond or the Performance Bond. Provided however, that if any Payment Bond or any Performance Bond is in an amount in excess to ten percent (10%) of the surety company's capital and surplus (as reported to the Texas Insurance Commission in its most recent report), as a condition to accepting the bond, the Owner must receive written certification and information, satisfactory in form and substance to the Owner, that the surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus, with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. For the purpose of this requirement, any amount reinsured by any reinsurer may not exceed ten percent (10%) of the reinsurer's capital and surplus (as reported to the Texas Insurance Commission by the reinsurer in its most recent report). In the event there is one or more reinsurer, the surety company must provide all necessary information and certification related to the current financial condition of the surety company and any and all reinsurers required by the Owner, together with copies of all reinsurance contracts with the surety company, before any such Payment Bond and Performance Bond is eligible to be considered acceptable by the Owner.

ALL CONTRACTORS SHALL SUBMIT THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CORPORATED SURETIES PROVIDING THE PAYMENT BOND AND PERFORMANCE BOND AND THE LOCAL AGENT.

Edinburg Consolidated Independent School District
 CSP 24-60, DISTRICT-WIDE ENTRY RESISTANT FILM FOR WINDOWS AND DOORS
 PROPOSAL FORM

Film Description: Architectural Window Film SF Clear 12 Mil I, Pane 87%, Visible Light Transmitted 11%, Visible Light Reflected (interior) 11%, Visible Light Reflected(external) 11%, Ultra Violet Block 99%, Total Solar Energy Reflected 10%, Total Solar Energy Transmitted 78%, Total Solar Energy Absorbed 12%, Glare Reduction 3%, Selective Infrared Reduction (SIRR) 23%, Infrared Energy Rejection (IRER) 19%, Shading Coefficient 0.94, Solar Heat Gain Coeff.(G-Value) 0.82, U-Value Winter (IP) 1.07, U-Value Winter (SI) 6.07, Total Solar Energy Rejected(%) 18%; AVERY DENNISON R32303T
3M Impact Protection Adhesive Attachment System

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM		
									QTY	UNIT COST	TOTAL
SOUTH JUNIOR HIGH											
1	Window Measurements 27" x 9" "Remove existing vinyl film	EACH	20	20.25	405.00				20		
2	Window Measurement 27" x 8" "Remove existing vinyl film	EACH	2	18.00	36.00				2		
3	Window Measurement 22" x 29" "Remove existing vinyl film	EACH	2	4.43	8.86				2		
4	Window Measurement 22" x 32" "Remove existing vinyl film	EACH	2	4.89	9.78				2		
5	Window Measurement 22" x 50" "Remove existing vinyl film	EACH	2	7.64	15.28				2		
6	Window Measurement 22" x 72" "Remove existing vinyl film	EACH	1	11.00	11.00				1		
7	Window Measurement 25" x 33" "Remove existing vinyl film	EACH	4	5.73	22.92				4		
8	Window Measurement 27" x 9" "Remove existing vinyl film	EACH	12	20.25	243.00				12		
9	Window Measurement 22" x 29" "Remove existing vinyl film	EACH	2	4.43	8.86						
10	Window Measurement 22" x 32" "Remove existing vinyl film	EACH	2	4.89	9.78						
11	Window Measurement 22" x 50" "Remove existing vinyl film	EACH	2	7.64	15.28				2		
12	Window Measurement 22" x 72" "Remove existing vinyl film	EACH	1	11.00	11.00				1		
13	Window Measurement 25" x 33" "Remove existing vinyl film	EACH	4	5.73	22.92				4		
14	Window Measurement 27" x 9" "Remove existing vinyl film	EACH	12	20.25	243.00				12		
15	Labor & Installation	EACH	1						1		
Total:											
BARRENTES MIDDLE SCHOOL											
16	Window Measurement 2' x 5'	EACH	1	10.00	10.00						
17	Window Measurement 1' x 3'	EACH	2	3.00	6.00						

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM					
									QTY	UNIT COST	TOTAL			
18	Window Measurement 1' x 5'	EACH	2	5.00	10.00									
19	Window Measurement 1' x 6'	EACH	1	6.00	6.00									
20	Window Measurement 2' x 30"	EACH	2	5.00	10.00									
21	Window Measurement 20" x 30"	EACH	1	4.17	4.17									
22	Window Measurement 20" x 33"	EACH	1	4.58	4.58									
23	Window Measurement 5' x 28"	EACH	2	11.67	23.34									
24	Labor & Installation	EACH	1											
MEMORIAL MIDDLE SCHOOL										Total:				
25	Window Measurement 25" x 24" *Remove existing vinyl film	EACH	6	4.17	25.02					6				
26	Window Measurement 17" x 29" *Remove existing vinyl film	EACH	8	3.42	27.36					8				
27	Window Measurement 24" x 33" *Remove existing vinyl film	EACH	6	5.50	33.00					6				
28	Window Measurement 24" x 37" *Remove existing vinyl film	EACH	8	6.17	49.36					8				
29	Window Measurement 20" x 33" *Remove existing vinyl film	EACH	10	4.58	45.80					10				
30	Window Measurement 26" x 34" *Remove existing vinyl film	EACH	10	6.14	61.40					10				
31	Window Measurement 19" x 40" *Remove existing vinyl film	EACH	10	5.28	52.80					10				
32	Window Measurement 19" x 19" *Remove existing vinyl film	EACH	10	2.51	25.10					10				
33	Window Measurement 45" x 45" *Remove existing vinyl film	EACH	1	14.38	14.38					1				
34	Window Measurement 26" x 29" *Remove existing vinyl film	EACH	1	5.24	5.24					1				
35	Window Measurement 24" x 33" *Remove existing vinyl film	EACH	6	5.50	33.00					6				
36	Window Measurement 24" x 37" *Remove existing vinyl film	EACH	8	6.17	49.36					8				
37	Window Measurement 20" x 33" *Remove existing vinyl film	EACH	2	4.58	9.16					2				
38	Window Measurement 26" x 34" *Remove existing vinyl film	EACH	2	6.14	12.28					2				
39	Window Measurement 19" x 40" *Remove existing vinyl film	EACH	2	5.28	10.56					2				
40	Window Measurement 19" x 19" *Remove existing vinyl film	EACH	2	2.51	5.02					2				

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM		
									QTY	UNIT COST	TOTAL
41	Window Measurement 21" x 31" *Remove existing vinyl film	EACH	1	4.52	4.52				1		
42	Window Measurement 38" x 38" *Remove existing vinyl film	EACH	6	10.03	60.18				6		
43	Window Measurement 26" x 29" *Remove existing vinyl film	EACH	1	5.24	5.24				1		
44	Window Measurement 38" x 38" *Remove existing	EACH	8	10.03	80.24				8		
45	Window Measurement 23" x 30" *Remove existing vinyl film	EACH	2	4.79	9.58				2		
46	Labor & Installation	EACH	1						1		
Total:											
EDINBURG NORTH HIGH SCHOOL											
47	Window Measurement 3' x 6" *Remove existing vinyl film	EACH	22	18.00	396.00				22		
48	Window Measurement 4' x 5" *Remove existing vinyl film	EACH	6	20.00	120.00				6		
49	Window Measurement 2' x 3' *Remove existing vinyl film	EACH	8	6.00	48.00				8		
50	Window Measurement 9' x 9" *Remove existing vinyl film	EACH	1	81.00	81.00				1		
51	Window Measurement 9' x 10' *Remove existing vinyl film	EACH	1	90.00	90.00				1		
52	Window Measurement 2' x 3' *Remove existing vinyl film	EACH	1	6.00	6.00				1		
53	Labor & Installation	EACH	1						1		
Total:											
VELA HIGH SCHOOL											
54	Window Measurement 44" x 47" *Remove existing vinyl film	EACH	10	14.36	143.60				10		
55	Window Measurement 46" x 54" *Remove existing vinyl film	EACH	22	17.25	379.50				22		
56	Window Measurement 25" x 37" *Remove existing vinyl film	EACH	80	6.42	513.60				80		
57	Window Measurement 25" x 28" *Remove existing vinyl film	EACH	4	4.86	19.44				4		
58	Window Measurement 47" x 54" *Remove existing vinyl film	EACH	56	17.63	987.28				56		
59	Window Measurement 46" x 109" *Remove existing vinyl film	EACH	4	34.82	139.28				4		
60	Window Measurement 11" x 109" *Remove existing vinyl film	EACH	2	8.33	16.66				2		
61	Window Measurement 25" x 28" *Remove existing vinyl film	EACH	4	4.86	19.44				4		

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM			
									QTY	UNIT COST	TOTAL	
62	Window Measurement 22" x 37" *Remove existing vinyl film	EACH	2	5.65	11.30				2			
63	Window Measurement 25" x 32" *Remove existing vinyl film	EACH	20	5.56	111.20				20			
64	Window Measurement 25" x 30" *Remove existing vinyl film	EACH	4	5.21	20.84				4			
65	Window Measurement 44" x 32" *Remove existing vinyl film	EACH	5	9.78	48.90				5			
66	Window Measurement 44" x 30" *Remove existing vinyl film	EACH	10	9.17	91.70				10			
67	Window Measurement 28" x 85" *Remove existing vinyl film	EACH	10	16.53	165.30				10			
68	Window Measurement 37" x 64" *Remove existing vinyl film	EACH	2	16.44	32.88				2			
69	Window Measurement 50" x 30" *Remove existing vinyl film	EACH	3	10.42	31.26				3			
70	Window Measurement 32" x 20" *Remove existing vinyl film	EACH	2	4.44	8.88				2			
71	Window Measurement 32" x 30" *Remove existing vinyl film	EACH	4	6.67	26.68				4			
72	Window Measurement 30" x 65" *Remove existing vinyl film	EACH	6	13.54	81.24				6			
73	Window Measurement 4" x 30" *Remove existing vinyl film	EACH	6	0.83	4.98				6			
74	Window Measurement 30" x 77" *Remove existing vinyl film	EACH	12	16.04	192.48				12			
75	Window Measurement 24" x 31" *Remove existing vinyl film	EACH	2	5.17	10.34				2			
76	Window Measurement 20" x 27" *Remove existing vinyl film	EACH	4	3.75	15.00				4			
77	Labor & Installation	EACH	1						1			
Total:												
BEIT'S ELEMENTARY												
78	Window Measurement 29" x 81"	EACH	4	16.31	65.24							
79	Window Measurement 28" x 73"	EACH	8	14.19	113.52							
80	Window Measurement 29" x 42"	EACH	12	8.46	101.52							
81	Window Measurement 25" x 43"	EACH	6	7.47	44.82							
82	Window Measurement 29" x 43"	EACH	6	8.66	51.96							
83	Window Measurement 33" x 29"	EACH	3	6.85	19.95							
84	Window Measurement 21" x 31"	EACH	1	4.52	4.52							

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM		
									QTY	UNIT COST	TOTAL
85	Window Measurement 29" x 28"	EACH	6	5.64	33.84						
86	Window Measurement 34" x 35"	EACH	4	8.26	33.04						
87	Labor & Installation	EACH	1								
Total:											
CANTERBURY ELEMENTARY											
88	Window Measurement 34" x 37" Remove existing vinyl film	EACH	6	8.74	52.44						
89	Window Measurement 29" x 29" Remove existing vinyl film	EACH	6	5.84	35.04						
90	Window Measurement 27" x 48" Remove existing vinyl film	EACH	2	9.00	18.00						
91	Window Measurement 27" x 29" Remove existing vinyl film	EACH	2	5.44	10.88						
92	Window Measurement 25" x 34" Remove existing vinyl film	EACH	2	5.90	11.80						
93	Window Measurement 25" x 28" Remove existing vinyl film	EACH	2	4.86	9.72						
94	Window Measurement 33" x 44" Remove existing vinyl film	EACH	10	10.08	100.80						
95	Window Measurement 23" x 29" Remove existing vinyl film	EACH	2	4.63	9.26						
96	Window Measurement 19" x 30" Remove existing vinyl film	EACH	6	3.96	23.76						
97	Labor & Installation	EACH	1								
Total:											
CAVAZOS ELEMENTARY											
98	Window Measurement 29" x 81" Remove existing vinyl film	EACH	4	16.31	65.24						
99	Window Measurement 28" x 73" Remove existing vinyl film	EACH	2	14.19	28.38						
100	Window Measurement 29" x 42" Remove existing vinyl film	EACH	12	8.46	101.52						
101	Window Measurement 25" x 43" Remove existing vinyl film	EACH	6	7.47	44.82						
102	Window Measurement 29" x 43" Remove existing vinyl film	EACH	6	8.66	51.96						
103	Window Measurement 28" x 73" Remove existing vinyl film	EACH	2	14.19	28.38						
104	Window Measurement 33" x 29" Remove existing vinyl film	EACH	3	6.65	19.95						
105	Window Measurement 21" x 31" Remove existing vinyl film	EACH	1	4.52	4.52						

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM		
									QTY	UNIT COST	TOTAL
CRAWFORD ELEMENTARY											
111	Window Measurement 3' x 6' *Remove existing tint	EACH	10	18.00	180.00				10		
112	Window Measurement 13' x 9' *Remove existing tint	EACH	1	117.00	117.00				1		
113	Labor & Installation	EACH	1						1		
			Total:								
DE ESCANDON ELEMENTARY											
114	Window Measurement 29" x 81"	EACH	4	16.31	65.24						
115	Window Measurement 28" x 73"	EACH	8	14.19	113.52						
116	Window Measurement 29" x 28"	EACH	6	5.64	33.84						
117	Window Measurement 29" x 42"	EACH	12	8.46	101.52						
118	Window Measurement 25" x 43"	EACH	6	7.47	44.82						
119	Window Measurement 29" x 43"	EACH	6	8.66	51.96						
120	Window Measurement 33" x 29"	EACH	3	6.65	19.95						
121	Window Measurement 21" x 31"	EACH	1	4.52	4.52						
122	Window Measurement 34" x 35"	EACH	4	8.26	33.04						
123	Labor & Installation	EACH	1								
			Total:								
DE LA VINA ELEMENTARY											
124	Window Measurement 28" x 73"	EACH	4	14.19	56.76						
125	Window Measurement 30" x 32"	EACH	14	6.67	93.38						

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM			
									QTY	UNIT COST	TOTAL	
126	Window Measurement 20" x 70"	EACH	4	9.72	38.88							
127	Window Measurement 20" x 12" *Remove existing vinyl film	EACH	2	20.00	40.00					2		
128	Window Measurement 20" x 9" *Remove existing vinyl film	EACH	2	15.00	30.00					2		
129	Window Measurement 30" x 5" *Remove existing vinyl film	EACH	4	12.50	50.00					4		
130	Window Measurement 32" x 34"	EACH	1	7.56	7.56							
131	Window Measurement 32" x 32"	EACH	1	7.11	7.11							
132	Window Measurement 20" x 12'	EACH	1	20.00	20.00							
133	Window Measurement 20" x 6'	EACH	4	10.00	40.00							
134	Labor & Installation	EACH	1							1		
Total:												
DE ZAVALA ELEMENTARY												
135	Window Measurement 3' x 4'	EACH	6	12.00	72.00							
136	Window Measurement 2' x 5'	EACH	12	10.00	120.00							
137	Window Measurement 3' x 3'	EACH	3	9.00	27.00							
138	Window Measurement 2' x 3'	EACH	4	6.00	24.00							
139	Window Measurement 2' x 6'	EACH	2	12.00	24.00							
140	Window Measurement 1' x 3'	EACH	2	3.00	6.00							
141	Window Measurement 3' x 27'	EACH	1	81.00	81.00							
142	Window Measurement 5' x 6'	EACH	1	30.00	30.00							
143	Labor & Installation	EACH	1									
Total:												
EISENHOWER ELEMENTARY												
144	Window Measurement 29" x 78"	EACH	4	15.71	62.84							
145	Window Measurement 28" x 73"	EACH	8	14.19	113.52							

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM					
									QTY	UNIT COST	TOTAL			
146	Window Measurement 29" x 43" * Remove existing tint	EACH	18	8.86	155.88									
147	Window Measurement 25" x 43" * Remove existing tint	EACH	6	7.47	44.82									
148	Window Measurement 19" x 30" * Remove existing tint	EACH	1	3.86	3.96									
149	Window Measurement 29" x 33" * Remove existing tint	EACH	3	6.65	19.95									
150	Window Measurement 45" x 49" * Remove existing tint	EACH	4	15.31	61.24									
151	Window Measurement 29" x 30" * Remove existing tint	EACH	12	6.04	72.48									
152	Window Measurement 28" x 7" * Remove existing tint	EACH	3	1.36	4.08									
153	Labor & Installation	EACH	1											
ESPARZA ELEMENTARY										Total:				
154	Window Measurement 24" x 83" * Remove existing tint	EACH	3	13.83	41.49									
155	Window Measurement 25" x 33" * Remove existing tint	EACH	4	5.73	22.92									
156	Window Measurement 25" x 31" * Remove existing tint	EACH	4	5.38	21.52									
157	Window Measurement 42" x 24" * Remove existing tint	EACH	1	7.00	7.00									
158	Window Measurement 42" x 48" * Remove existing tint	EACH	1	14.00	14.00									
159	Window Measurement 42" x 32" * Remove existing tint	EACH	2	9.33	18.66									
160	Window Measurement 42" x 24" * Remove existing tint	EACH	1	7.00	7.00									
161	Window Measurement 42" x 48" * Remove existing tint	EACH	1	14.00	14.00									
162	Window Measurement 24" x 11" * Remove existing tint	EACH	2	1.83	3.66									
163	Window Measurement 11" x 48" * Remove existing tint	EACH	2	3.67	7.34									
164	Window Measurement 11" x 33" * Remove existing tint	EACH	2	2.52	5.04									
165	Window Measurement 24" x 59" * Remove existing tint	EACH	2	9.83	19.66									
166	Window Measurement 33" x 59" * Remove existing tint	EACH	2	13.52	27.04									
167	Window Measurement 24" x 66" * Remove existing tint	EACH	2	11.00	22.00									
168	Window Measurement 33" x 66" * Remove existing tint	EACH	2	15.13	30.26									

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM	
									QTY	UNIT COST
169	Window Measurement 24" x 40" * Remove existing tint	EACH	6	6.67	40.02				6	
170	Window Measurement 40" x 48" * Remove existing tint	EACH	6	13.33	79.98				6	
171	Window Measurement 33" x 40" * Remove existing tint	EACH	6	9.17	55.02				6	
172	Window Measurement 28" x 28" * Remove existing tint	EACH	5	5.44	27.20				5	
173	Window Measurement 32" x 26" * Remove existing tint	EACH	2	5.78	11.56				2	
174	Window Measurement 26" x 30" * Remove existing tint	EACH	2	5.42	10.84				2	
175	Window Measurement 24" x 63" * Remove existing tint	EACH	6	10.50	63.00				6	
176	Window Measurement 48" x 63" * Remove existing tint	EACH	6	21.00	128.00				6	
177	Window Measurement 32" x 63" * Remove existing tint	EACH	6	14.00	84.00				6	
178	Window Measurement 24" x 21" * Remove existing tint	EACH	4	3.50	14.00				4	
179	Window Measurement 24" x 48" * Remove existing tint	EACH	4	8.00	32.00				4	
180	Window Measurement 24" x 43" * Remove existing tint	EACH	4	7.17	28.68				4	
181	Window Measurement 59" x 24" * Remove existing tint	EACH	4	9.83	39.32				4	
182	Window Measurement 32" x 59" * Remove existing tint	EACH	4	13.11	52.44				4	
183	Window Measurement 44" x 44" * Remove existing tint	EACH	4	13.44	53.76				4	
184	Window Measurement 25" x 32" * Remove existing tint	EACH	2	5.56	11.11				2	
185	Window Measurement 25" x 30" * Remove existing tint	EACH	2	5.21	10.42				2	
186	Window Measurement 28" x 28" * Remove existing tint	EACH	1	5.44	5.44				1	
187	Labor & Installation	EACH	1						1	
Total:										
FLORES ZAPATA ELEMENTARY										
188	Window Measurement 3' x 6'	EACH	10	18.00	180.00					
189	Window Measurement 13' x 9'	EACH	1	117.00	117.00					
190	Labor & Installation	EACH	1							
Total:										

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM		
									QTY	UNIT COST	TOTAL
FREDDY GONZALEZ ELEMENTARY											
191	Window Measurement 6' x 4'	EACH	1	24.00	24.00						
192	Window Measurement 5' x 25"	EACH	2	0.87	1.74						
193	Window Measurement 7' x 7'	EACH	1	49.00	49.00						
194	Window Measurement 8' x 7'	EACH	1	42.00	42.00						
195	Window Measurement 40" x 28"	EACH	2	7.78	15.56						
196	Window Measurement 24" x 24"	EACH	1	4.00	4.00						
197	Window Measurement 2' x 6'	EACH	1	12.00	12.00						
198	Window Measurement 4' x 6'	EACH	1	24.00	24.00						
199	Window Measurement 11' x 2'	EACH	2	22.00	44.00						
200	Window Measurement 3' x 7'	EACH	2	21.00	42.00						
201	Labor & Installation	EACH	1								
GORENA ELEMENTARY											
202	Window Measurement 3' x 6'	EACH	10	18.00	180.00						
203	Window Measurement 13' x 9'	EACH	1	117.00	117.00						
204	Labor & Installation	EACH	1								
GUERRA ELEMENTARY											
205	Window Measurement 29" x 81"	EACH	4	16.31	65.24						
206	Window Measurement 28" x 73"	EACH	8	14.19	113.52						
207	Window Measurement 29" x 28"	EACH	6	5.64	33.84						
208	Window Measurement 29" x 42"	EACH	12	8.46	101.52						
209	Window Measurement 25" x 43"	EACH	6	7.47	44.82						
Total:											

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM		
									QTY	UNIT COST	TOTAL
JEFFERSON ELEMENTARY											
210	Window Measurement 29" x 43"	EACH	6	8.88	51.96						
211	Window Measurement 33" x 29"	EACH	3	6.85	19.95						
212	Window Measurement 21" x 31"	EACH	1	4.52	4.52						
213	Window Measurement 34" x 35"	EACH	4	8.26	33.04						
214	Labor & Installation	EACH	1								
Total:											
HARGILL ELEMENTARY											
215	Window Measurement 3' x 5'	EACH	2	15.00	30.00						
216	Window Measurement 3' x 4'	EACH	7	12.00	84.00						
217	Window Measurement 8' x 13'	EACH	1	104.00	104.00						
218	Window Measurement 3' x 6'	EACH	11	18.00	198.00						
219	Window Measurement 2' x 3'	EACH	4	6.00	24.00						
220	Window Measurement 3' x 7'	EACH	6	21.00	126.00						
221	Window Measurement 5' x 9'	EACH	2	45.00	90.00						
222	Window Measurement 6' x 12'	EACH	1	72.00	72.00						
223	Labor & Installation	EACH	1								
Total:											
JEFFERSON ELEMENTARY											
224	Window Measurement 3' x 3'	EACH	10	9.00	90.00						
225	Window Measurement 2' x 4'	EACH	4	8.00	32.00						
226	Window Measurement 3' x 3'	EACH	4	9.00	36.00						
227	Window Measurement 8" x 30"	EACH	2	1.67	3.34						
228	Labor & Installation	EACH	1								
Total:											

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM			
									QTY	UNIT COST	TOTAL	
J.F. KENNEDY ELEMENTARY												
229	Window Measurement 29" x 78" *Remove existing vinyl film	EACH	4	15.71	62.84				4			
230	Window Measurement 28" x 73" *Remove existing vinyl film	EACH	11	14.18	156.09				11			
231	Window Measurement 29" x 43" *Remove existing vinyl film	EACH	18	8.68	155.88				18			
232	Window Measurement 25" x 43" *Remove existing vinyl film	EACH	6	7.47	44.82				6			
233	Window Measurement 19" x 30" *Remove existing vinyl film	EACH	1	3.96	3.96				1			
234	Window Measurement 29" x 33" *Remove existing vinyl film	EACH	3	6.65	19.95				3			
235	Window Measurement 29" x 30" *Remove existing vinyl film	EACH	12	6.04	72.48				12			
236	Window Measurement 45" x 49" *Remove existing vinyl film	EACH	4	15.31	61.24				4			
237	Labor & Installation	EACH	1						1			
Total:												
LINCOLN ELEMENTARY												
238	Window Measurement 28" x 73"	EACH	2	14.18	28.38							
239	Window Measurement 14" x 38"	EACH	8	3.69	29.52							
240	Window Measurement 29" x 35"	EACH	10	7.05	70.50							
241	Window Measurement 14" x 38"	EACH	20	3.69	73.80							
242	Labor & Installation	EACH	1									
Total:												
MONTE CRISTO ELEMENTARY												
243	Window Measurement 29" x 59" *Remove existing vinyl film	EACH	4	11.88	47.52				4			
244	Window Measurement 23" x 29" *Remove existing vinyl film	EACH	4	4.63	18.52				4			
245	Window Measurement 25" x 69" *Remove existing vinyl film	EACH	2	11.98	23.96				2			

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	BRAND/MODEL	REMOVAL OF TINT/VINYL FILM		
									QTY	UNIT COST	TOTAL
246	Window Measurement 29" x 43" *Remove existing vinyl film	EACH	18	8.86	155.88				18		
247	Window Measurement 25" x 43" *Remove existing vinyl film	EACH	6	7.47	44.82				6		
248	Window Measurement 30" x 19" *Remove existing vinyl film	EACH	1	3.96	3.96				1		
249	Window Measurement 33" x 30" *Remove existing vinyl film	EACH	3	6.88	20.64				3		
250	Window Measurement 25" x 72" *Remove existing vinyl film	EACH	2	12.50	25.00				2		
251	Window Measurement 21" x 29" *Remove existing vinyl film	EACH	6	4.23	25.38				6		
252	Window Measurement 25" x 72" *Remove existing vinyl film	EACH	4	12.50	16.92				4		
253	Labor & Installation	EACH	1						1		
RAMIREZ ELEMENTARY											
Total:											
254	Window Measurements 36" x 72"	EACH	10	18.00	180.00						
255	Window Measurements 13' x 9'	EACH	1	117.00	117.00						
256	Labor & Installation	EACH	1		0.00						
Total:											
ROBERT E. LEE ELEMENTARY											
257	Window Measurement 24" x 36"	EACH	2	6.00	12.00						
258	Labor & Installation	EACH	1								
Total:											
SAN CARLOS ELEMENTARY											
259	Window Measurement 25" x 68"	EACH	4	11.81	47.24						
260	Window Measurement 20" x 25"	EACH	24	3.47	83.28						
261	Window Measurement 19" x 29"	EACH	4	3.83	15.32						
262	Window Measurement 33" x 37"	EACH	5	8.48	42.40						
263	Labor & Installation	EACH	1								
Total:											

ITEM #	DESCRIPTION	UNIT	QTY	SQ. FT.	TOTAL SQ. FT.	UNIT COST	TOTAL	REMOVAL OF TINT/VINYL FILM		
								BRAND/MODEL	QTY	UNIT COST
TRAVIS ELEMENTARY										
264	Window Measurement 3' x 3'	EACH	14	9.00	126.00					
265	Window Measurement 2' x 4'	EACH	4	8.00	32.00					
266	Window Measurement 8" x 30"	EACH	2	1.67	3.34					
267	Labor & Installation	EACH	1							
Total:										
VILLARREAL ELEMENTARY										
268	Window Measurement 32" x 81"	EACH	2	18.00	36.00					
269	Window Measurement 28" x 81"	EACH	2	15.75	31.50					
270	Window Measurement 28" x 73"	EACH	2	14.19	28.38					
271	Window Measurement 29" x 43"	EACH	18	8.66	155.88					
272	Window Measurement 25" x 43"	EACH	6	7.47	44.82					
273	Window Measurement 19" x 29"	EACH	1	3.82	3.82					
274	Window Measurement 29" x 33"	EACH	3	6.65	19.95					
275	Window Measurement 28" x 74"	EACH	6	14.39	86.34					
276	Window Measurement 28" x 29"	EACH	6	5.64	33.84					
277	Window Measurement 34" x 45"	EACH	4	8.26	33.04					
278	Labor & Installation	EACH	1							
Total:										
GRAND TOTAL: \$ _____										

BIDDERS BOND in the amount of \$ _____, (5%) of the greatest amount proposal in compliance with INSTRUCTION TO BIDDER.

The above Cashier's Check or Bidder's Bond is to become the property of the OWNER, in the event the project (when offered by Owner) and bonds are not executed within the time set forth.