Request for Proposal

**Canopy Project**

Proposals Due: March 10, 2020
No later than 2:30 p.m. CT

RFP #2020-002
Section 1 – Background and Project Overview

The Edcouch-Elsa Independent School District is seeking proposals for the RCR Front Entrance Canopy on the construction and installation of a new canopy.

Section 2 – Terms and Conditions

A. Delivery Date: Written responses must be delivered no later than 2:30 p.m. CT on March 10, 2020. The respondent/s will provide one original and one copy to:

Sylvia Garza, Business Manager, P.O. Box 127, 920 West Santa Rosa Avenue, Edcouch, Texas 78538

B. Mailing of Proposals: All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Business Office no later than the submittal deadline assigned for this solicitation. Proposals received after this date will be rejected.

From____________________________________________________
Company________________________________________________
Address_____________________
City, State, Zip _____________________________________________
Solicitation Name and Number __________

C. Questions regarding this RFP will be submitted in writing to Sylvia Garza at sygarza@eeisd.org. Request for information is due no later than 4:00 p.m., March 09, 2020 central time. The questions along with responses will be compiled and maintained in a folder under this announcement on our website at www.eeisd.org

Section 3 – Vendor Profile and Experience Requirements

A. Provide a cover letter outlining the specific experience and qualifications listed below:

1. Experience providing this type of service to schools, governmental entities, and non-profit organizations.

2. Experience in evaluating, consulting, and providing appropriate product recommendations to meet customer needs and expectations.

3. Experienced staff with appropriate licensing and credentials to perform all work associated with the installation of a canopy.
4. Experience in management for large scale projects.

5. Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive.

6. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations or certification.

B. The vendor will provide a minimum of three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the Respondent. See Attachment 1.

C. Include a cover letter to your response that includes a statement that you have read and understood the RFP and are able to provide the services requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities.

Section 4- Scope-Statement of Work

Edcouch-Elsa ISD is seeking proposals for RCR Elementary for the construction and installation of a New Front Entrance Canopy.

The primary purpose of the Request for Proposals is to seek companies that can supply the requested product to enhance the safety and security of our students and school property which include the above mentioned campus.

A. Specifications

Canopy at RCR Elementary

- Install 31’.10” x 91’.5”, Height 10’, 3” Square Galvanized Tubing with canvas like material

B. Installation

1. Installation shall be performed by certified installers and in compliance with state and local codes.

2. The times and dates of installation shall be at the sole discretion of the purchaser.

3. Installation and material costs shall be submitted in advance of work.

4. The vendor must adhere to design guidelines.
5. The vendor must provide warranty to cover against defects in material, fabrication and installation. Coverage will begin from date of completion.

Section 5- General Conditions

A. The following conditions shall be adhered to:

1. The Contractor shall endeavor to provide a safe, healthful and productive work environment for its employees by supporting maintenance of a Drug-Free Zone as defined by the Texas Health and Safety Code Section 481.134

2. Occupational Health and Safety Administration (OSHA) standards must be in compliance.

3. The Contractor shall assure that its employees have received the necessary safety equipment required for the work described by the Contract Document. Personnel must be trained in the hazards associated with installation of electrical generating systems and provide appropriate personal protection and work procedures to minimize these exposed to employees and building occupants.

4. The Contractor shall maintain a copy of all current Material Safety Data Sheet (MSDS) documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of the OSHA programs and this specification.

5. The Contractor shall adequately protect the client’s property and shall be responsible for the cost arising out of any damage or injury due to neglect.

4. Employees, installers, or any other personnel involved with the project, while working on school campuses, will be subject to and must be in compliance with the Jessica Lunsford Act as described in HB 8 of the 80th Legislation and Texas Penal Code 21.02.

5. Unless otherwise agreed to by the purchaser, the contractor will carry insurance with responsible carriers acceptable to the purchaser for Worker’s compensation and Employer’s Liability, Automobile Liability for owned, non-owned and hired vehicles, commercial General Liability, and Professional Liability.

Section 6- Warranty

A. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer.
B. **Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

**Section 7-Pricing**

A. A separate pricing sheet shall be submitted by the respondent.  
See Attachment 2.

B. It is expected and understood that the pricing offered under this award is compatible with the lowest unit rates available under any other cooperative agreement utilized by the awardee.

**Section 8- Method of Evaluation and Selection**

**EVALUATION CRITERIA**

<table>
<thead>
<tr>
<th>Points</th>
<th>Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>Cost of Project</td>
</tr>
<tr>
<td>20</td>
<td>The vendor's client references and demonstrated record of successful implementations in at least three (3) clients</td>
</tr>
<tr>
<td>15</td>
<td>Ability to meet the timeline</td>
</tr>
<tr>
<td>5</td>
<td>Background and experience in providing this type of service</td>
</tr>
<tr>
<td>5</td>
<td>Length of time in business</td>
</tr>
<tr>
<td>5</td>
<td>Quality, clarity, responsiveness and completeness of proposal in conformance with instructions</td>
</tr>
</tbody>
</table>

Total Points Scale of 100.

**Section 09- Right to Withdraw**

A. EEISD reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all of the Respondents are qualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarding any contract for services; and/or to exclude any or all Respondents from inclusion in any Request for Proposals, or any other form of solicitation for the provision of the services.
B. EEISD reserves the right to request clarification on any response to the RFP.

C. EEISD reserves the right to award multiple vendors.

Section 10-Additional Information

A. EEISD reserves the right to accept modification and clarifications of the responses when EEISD determines such action would be in the best interest of EEISD. EEISD further reserves the right to waive any non-conformity in a response.

B. Questions regarding the RFP should be addressed to Sylvia Garza at svgarza@eeisd.org. The last day for questions will be March 09, 2020. In the subject line, please write: Questions regarding RFP #2020-001. Responses will be posted along with the questions on our website at www.eeisd.org.

C. EEISD prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.

D. Contractor and staff will be required to comply with Texas laws requiring background checks for workers performing tasks on school campuses.

Section 11-Proposal Format

A. All responses should be delivered using standard carriers or hand delivered. No electronic submissions (e-mail) will be accepted.

B. Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. Tabs should be used to separate the proposal into sections.

Section 12- Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation

A. EEISD reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.

B. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
Section 13- Timetable for Response

A. EEISD anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at EEISD’s sole discretion.

1. RFP advertised on February 23, 2020 and March 01, 2020
2. Specifications released and posted on district website on February 24, 2020
3. Last day for questions: March 09, 2020
4. Response deadline: March 10, 2020

B. Award information will be made available on March 12, 2020 via email or letter to vendor.
Attachment 1
Reference Form

Respondent: _________________________________________________________________

Provide references from no less than three (3) schools, school districts, or other eligible entities.

Reference________________________________ Contact ____________________________
Address: _______________________________ Phone _______________________________
Email: __________________________________
Description and date(s) of services provided: ________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Reference________________________________ Contact ____________________________
Address: _______________________________ Phone _______________________________
Email: __________________________________
Description and date(s) of services provided: ________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Reference________________________________ Contact ____________________________
Address: _______________________________ Phone _______________________________
Email: __________________________________
Description and date(s) of services provided: ________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
Attachment 2- Pricing Sheet
Canopy Project
General Comparison Worksheet

Please use this worksheet to list pricing proposals. It may be expanded to add other options/products but the format should remain the same. This is for comparative analysis only.

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Description</th>
<th>Cost per Square Foot</th>
<th>Total Cost of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Base Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional Pricing:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please Specify Below</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Did you retire with the Teachers Retirement System of Texas?
__________Yes ____________No
If Yes, please provide your S.S.#______________________________.

Have any of your employees/independent contractors that will provide services to the district retire from the Texas Retirement System of Texas?
__________Yes ____________No
If Yes, please provide names___________________________________
____________________________________
____________________________________

I am aware that I will be responsible for any surcharges made by the Teachers Retirement System of Texas. Surcharges will be based on TRS regulations and guidelines.

____________________________________  __________________________
Signature Date
ADDENDUM A

Notification to Independent Consultant for Contracted Services

Introduction: Texas Education Code Chapter 22 requires an independent consultant who provides services to a school district to submit to a criminal history review if the independent consultant will have continuing duties related to the contracted services and direct student contact. Each independent consultant must certify with the District that the consultant has complied. A covered independent consultant with a disqualifying criminal history is prohibited from serving at the District. The following offenses are disqualifying if, at the time of the offense, the victim was under 18 or enrolled in a public school:

a) A felony offense under Title 5, Texas Penal Code;
b) An offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal procedure; or
c) An equivalent offense under federal law or the laws of another state.

The District reserves the right to designate other convictions or other criminal history information as disqualifying.

I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety’s Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify the District in writing within three (3) business days if I am arrested or adjudicated for a disqualifying reason during the contract term.

I agree to provide the District, upon request, my full name and any other requested information so that the District may obtain my criminal history record information. I understand that the District may terminate my services at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.

Noncompliance or misrepresentations regarding this certification may be grounds for contract termination.

Print Name __________________________ Date of Birth _______________________

Signature __________________________ Date _______________________
ADDENDUM B
Notification for Consultant with Employees

Introduction: Texas Education Code Chapter 22 requires an independent consultant who provides services to a school district to submit to a criminal history review if the independent consultant will have continuing duties related to the contracted services and direct student contact. Each independent consultant must certify with the District that the consultant has complied.

Definitions:

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

Disqualifying criminal history: Any conviction or other criminal history information designated by the Center, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

a) A felony offense under Title 5, Texas Penal Code;
b) An offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal procedure; or
c) An equivalent offense under federal law or the laws of another state

On behalf of (“Consultant”), I certify that [check one]:

☐ None of the employees of Consultant are covered employees, as defined above. If this box is checked, I further certify that Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees. Consultant will maintain these precautions or conditions throughout the time the contracted services are provided. OR

☐ Some or all of the employees of Consultant are covered employees. If this box is checked, I further certify that:

1) Consultant has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2) If consultant received information that a covered employee subsequently has a reported criminal history, Consultant will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
3) Upon request, Consultant will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4) If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Consultant agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentations regarding this certification may be grounds for contract termination.

Print Name________________________________ Date of Birth__________________

Signature________________________________________ Date_______________________
Certification Regarding Terrorist Organizations and Boycott of Israel

Respondent shall provide an executed “Anti-Terrorism Certification” provided in this document certifying that pursuant to Texas Government Code 2252.151 et al. it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign terrorist organization. Respondent further certifies that it will not take any action that would cause it to be included on the Texas Comptroller’s list. The certification shall be executed by all Respondents.

Respondent shall execute the written verification provided in this document, in accordance with Texas Gov’t Code Section 2270.001 et al., verifying that Respondent or any affiliate, subsidiary, or parent company of Respondent, if any, does not boycott Israel and will not boycott Israel during the term of the Agreement. The term “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. The verification shall be executed by all Respondents.

Anti-Terrorism Certification

I, ________________________________________________________, the undersigned representative of _________________________________________________ (the “Company”), my date of birth being _______________________, pursuant to Texas Government Code Chapter 2252, certifies that the above-named Company is not identified on the list prepared and maintained under Texas Government Code Section 2270.0201 (formerly 806.051) as a scrutinized company, Section 807.051, or Section 2252.153. I further certify that should the above-named Company become listed in accordance with any of the foregoing Sections (or as the Sections may be amended or supplemented) or enter in to a contract with a company that is on said listings, I will immediately notify Edcouch-Elsa ISD Business Office.

I declare under penalty of perjury that the foregoing is true and correct.

_____________________________  ____________________________
Signature                      Date
TEX. GOV’T CODE 2270 VERIFICATION

STATE OF TEXAS }  
COUNTY OF HIDALGO }  

Date: ________________

Name of Affiant: ____________________________________________________________
Title of Affiant: _____________________________________________________________
Business Name of Company (“Company”): _________________________________
County of Company: _______________________________________________________

Affiant herby swears, verifies, and declares under penalty of perjury that the following statements are true in accordance with Texas Government Code 2270.001 et al (the “Code”):

1. Affiant is authorized by Company to make this affidavit.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language and is over eighteen (18) years of age.
4. Company does not currently boycott Israel.
5. Company will not boycott Israel during the term of the Agreement with Edcouch-Elsa Independent School District in accordance with the Code.

Signature of Affiant: _______________________________________________________

Address: ___________________________________________________________________

SUBSCRIBED AND SWORN TO before me by on ________________ 20____.

Notary Public, State of ____________________________

Typed or printed name of notary ____________________________

Signature of Notary: ____________________________

My commission expires: ____________________________
DPS Computerized Criminal History (CCH) Verification

I, __________________________, have been notified that a Computerized Criminal History (CCH) verification check will be performed by accessing the Texas Department of Public Safety Secure Website and will be based on name and DOB identifiers I supply. Because the name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history, the organization conducting the criminal history check for background screening is not allowed to discuss any criminal history record information obtained using the name and DOB method. Therefore, the agency may request that I have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search. For the fingerprinting process I will be required to submit a full and complete set of my fingerprints for analysis through the Texas Department of Public Safety AFIS (Automated Fingerprint Identification System). I have been made aware that in order to complete this process I must make an appointment with L1 Enrollment Services, submit a full and complete set of my fingerprints, request a copy be sent to the agency listed below, and pay a fee of $41.45 to the fingerprinting services company, L1 Enrollment Services. Once this process is completed and the agency receives the data from DPS, the information on my fingerprint criminal history record may be discussed with me.

(This copy must remain on file by your agency. Required for future DPS Audits)

___________________________________
Signature of Applicant or Employee

_____________________
Date

___________________________________
Agency Name (Please print)

___________________________________
Agency Representative Name (Please print)

___________________________________
Signature of Agency Representative

_____________________
Date

Please:
Check and Initial each Applicable Space

CCH Report Printed:

YES ______ NO ______ Initial ______

Purpose of CCH:

Hired ______ Not Hired ______

Date __________ initial _____

Printed:

Destroyed Date: initial _____

Retain in your files
To be completed by consultant/contractor/visitor/volunteer:

State law allows a school district to obtain a criminal history record on all applicants that are to be considered. School districts may obtain this information from any law enforcement agency. {Texas Education Code, 22.0834 (Senate Bill 9)}.

I hereby authorize the Edcouch- Elsa Independent School District to conduct investigation inquiries into police records, the state prison system, the Department of Public Safety, and/or any other criminal records to determine my acceptability. I understand that the information I am providing about age, sex and ethnicity will not be used to determine eligibility, but will be used solely for the purpose of obtaining criminal history information.

I understand that if I am approved to work for Edcouch-Elsa Independent School District, I may be discharged if the district obtains information of my conviction for a felony, or any offense involving moral turpitude, that I did not disclose to the District.

Vendor/Applicant Information:

Full name: _________________________________________
Mailing Address: ____________________________________
Date of birth (mm/dd/yyyy): ______________ ____________
Texas driver's license number: _________________________
Social security number: _______________________________
Sex: male _____ female_____ Race: _________________

___________________________________________
Signature

___________________________________________
Date

PLEASE ATTACH A COPY OF YOUR DRIVER'S LICENSE TO THIS PACKET.

*Criminal record history is privileged information and is for the use of the District and the Texas Education Agency.*
CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor agree? YES ________ Initials of Authorized Representative of vendor

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

The following provisions are required and apply when federal funds are expended by Edcouch-Elsa ISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Edcouch-Elsa ISD, Edcouch-Elsa ISD 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

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

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

Does vendor agree to abide by the above? YES ________ Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment

Pursuant to Federal Rule (C) above, when federal funds are expended by Edcouch-Elsa ISD 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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Edcouch-Elsa ISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES __________ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 federal funds are expended by Edcouch-Elsa ISD, the vendor certifies that during the term of an award for all contracts by Edcouch-Elsa ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES __________ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES __________ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES __________ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive 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 Edcouch-Elsa ISD, the vendor certifies that during the term of an award for all contracts by Edcouch-Elsa ISD resulting from this procurement process, the vendor certifies that neither it nor its principals are 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


Pursuant to Federal Rule (I) above, when federal funds are expended by Edcouch-Elsa ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Edcouch-Elsa ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(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 sub-recipients shall certify and disclose accordingly.

Does vendor agree? YES ________ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by Edcouch-Elsa ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees 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

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

When federal funds are expended by Edcouch-Elsa ISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES ________ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by Edcouch-Elsa ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES ________ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does vendor agree? YES ________ Initials of Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does vendor agree? YES ________ Initials of Authorized Representative of vendor
Vendor Certification

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

Vendor’s Name/Company Name: ____________________________________________

Address, City, State, and Zip Code: __________________________________________

Phone Number: __________________ Fax Number: ____________________

Printed Name and Title of Authorized Representative: ___________________________

Signature of Authorized Representative: _______________________________________

Date: ___________________ Federal Tax ID #: ____________________________

Email Address: ___________________________________________________________
CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

Edcouch-Elsa ISD 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 Edcouch-Elsa ISD, or its cooperative members, from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edcouch-Elsa ISD 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,” all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their 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, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be filed with Edcouch-Elsa ISD by including a copy of the completed/notarized form with the proposal response.
- Edcouch-Elsa ISD 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 Edcouch-Elsa ISD 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 Edcouch-Elsa ISD.

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 proposal number and the contract/RFP name,
4. Print a copy of the submitted Form 1295 and have it notarized - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed and notarized Form 1295 with the proposal response.

Definitions:

- **Interested Party:** a person who:
  1) has controlling interest in a business entity with whom Edcouch-Elsa ISD and/or its cooperative member’s contracts; or
  2) actively participates in facilitating the contract or negotiating the terms of the 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 negotiation 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:


Acknowledgement Signature ___________________________ Date ___________________________
Certification Regarding Debarment or Suspension

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

• Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency; • Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and • Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it: o For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction; o For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or o For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Name of Participating Agency: _____________________________________________

Name and Title of Authorized Representative: _______________________________________________

Signature of Authorized Representative: ______________________________________

Date: ____________________________

_____ I am unable to certify to the above statement. Attached is my explanation.
Statement of Non-Collusion

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company: ______________________________________________________________

Address: ______________________________________________________________

_______________________________________________________________________

Phone: _________________________ (office)

______________________________ (mobile)

Respondent Signature: ____________________________________________________

Respondent (Print Name & Title): ____________________________________________

Authorized Company Official (Print Name): _________________________________
W-9

Internal Revenue Service

Department of the Treasury

Form W-9

(Rev. October 2018)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   □ Individual/sole proprietor or limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) □

   □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) □

   □ Other (see instructions) □

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

   Exempt payee code (if any) □

   Exemption from FATCA reporting code (if any) □

   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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 Service (IRS) that I am subject to backup withholding as a result of a failure 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. See the instructions for Part II, later.

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. See the instructions for Part II, later.

Sign Here

Signature of U.S. person □

Date □

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 1023IX

Form W-9 (Rev. 10-2018)