SHERMAN
Independent School District

RFP #285 - 2024

Maintenance, Transportation, and Security General Services

Issue Date: 6/6/2024
Questions Deadline: 6/6/2030 06:00 AM (CT)
Response Deadline: 6/30/2030 06:00 AM (CT)

Contact Information

Contact: Marvin Taylor
Address: Purchasing
Service Center
2701 Loy Lake Road
Sherman, TX 75090
Email: mtaylor@shermanisd.net

Event Information

Number:	RFP #285 - 2024
Title:	Maintenance, Transportation, and Security General Services
Type:	Request for Proposal
Issue Date:	6/6/2024
Question Deadline:	6/6/2030 06:00 AM (CT)
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Notes:

Sherman Independent School District (“SISD” or the “District”) is accepting proposals for Maintenance and Transportation General Services. It is the intent of Sherman ISD to award this contract to multiple vendors to provide a broad base of products to meet the needs of the District. Proposals shall include all labor, materials, superintendence, tools and equipment necessary for completion of assigned work, in accordance with the instructions, terms and conditions, and requirements/specifications contained in this agreement.

This is a MULTI-AWARD BID for Maintenance, Transportation, and Security General Service Vendors.

Attention Previously Awarded Vendors: If your company was a previously awarded vendor for RFP #271-2023 (series) Maintenance and Transportation General Services, a new submission is not required.

Sherman ISD urges all vendors that provide these services to respond to this Bid/Proposal, even if you are sole source of the product/service.

PLEASE READ THE ENTIRE RFP CAREFULLY AND DOWNLOAD ALL ATTACHMENTS PRIOR TO RESPONDING TO THIS PROPOSAL.

Electronic Bidding: Although we are legally required to accept paper bid submissions, we strongly encourage that bidders submit this bid electronically. Electronic bidding will eliminate errors, unnecessary work, and reduce paper. When filing this bid electronically, please do not send us a paper copy as the electronic version will prevail.

Ship To Information

Contact: Marvin Taylor
Address: Purchasing
Service Center
2701 Loy Lake Road
Sherman, TX 75090
Phone: 903 (891) 6438
Email: mtaylor@shermanisd.net

Billing Information

Contact: Cheryl Stoy
Address: Accounts Payable
PO Box 1176
Sherman, TX 75091
Phone: 903 (891) 6415 x2014
Email: accountspayable@shermanisd.net

Bid Attachments

SISD_Standard_Terms_and_Conditions.pdf View Online

SISD Standard Terms and Conditions

Maintenance_271-2023_Awarded_Vendor_List-4.15.24.pdf View Online

Awarded Vendor List

Bid Attributes

1 Awarded Vendor List

- **Please review the awarded vendors list under the attachments tab.**
- If your company/business is listed as an awarded vendor under bid series 271-2021 through 271-2024, you do not need to complete a new submission at this time. Your bid expires June 30, 2026.
- If you have recently filled out a bid under 285-2024, you are approved until June 30, 2030.

☐ I have reviewed the awarded vendors list
(Required: Check if applicable)

2 General Terms and Conditions

GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS. This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. The documents referenced below are incorporated by reference only, and may be obtained by contacting the SISD Purchasing Office at 903.891.6438 or the district website at www.shermanisd.net.

- Texas Education Code 44.031.
- *Purchasing and Acquisition*, SISD Policy CH (Legal).
- *Purchasing and Acquisition*, SISD Policy CH (Local).
- This solicitation

The District is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.

The Board of Trustees of Sherman Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the bidder that best serves the interest of the District.

All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.

It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and hold harmless the Sherman Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the Sherman Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.

It is not the policy of the District to purchase on the basis of low bids alone. In evaluating bids submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

- the purchase price;
- the reputation of the vendor and of the vendor's goods or services;
- the quality of the vendor's goods or services;
- the extent to which the goods or services meet the district's needs;

- the vendor's past relationship with the district
- the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the district to acquire the vendor's goods or services; and
- any other relevant factor specifically listed in the request for bids and proposals.

The contract will be awarded in the best interest of Sherman Independent School District.

Any and all protests regarding SISD bidding procedures should be directed to the Sherman Independent School District Purchasing department.

Vendors not responding appropriately to Bid Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. SISD reserves the right to delete vendors that do not respond appropriately.

All Bidders must execute the attached required documents enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.

Bid results will be presented to the Sherman Independent School District Board of Trustees for approval at the earliest opportunity following the bid/proposal opening if $50,000 or greater.

It is the policy of the Sherman Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

4 **Local Representative Name**

Please provide the name for a main contact or local representative and/or office.

(Required: Maximum 1000 characters allowed)

5 **Local Representative Email**

Please provide the email address for the main contact or local representative and/or office.

(Optional: Email address)

6 **Local Representative Phone**

Please provide the phone number for the main contact or local representative and/or office.

(Required: Maximum 1000 characters allowed)

7 **Order From Address**

Please provide the "Order from Address" including the following:
Street Address
City
State
Zip Code
Phone number
Fax Number
Email address

(Required: Maximum 4000 characters allowed)

8 **Remit to Address**

Please provide the "Remit to Address" including the following:
Mailing Address
City
State
Zip Code
Phone number
Fax Number
Email address

(Required: Maximum 4000 characters allowed)

16 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Texas Education Code, 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 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." Is your firm owned or operated by anyone who has been convicted of a felony?

☐ Yes ☐ No

(Required: Check only one)

17 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

18 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

☐ Agree ☐ Do Not Agree

(Required: Check only one)

19 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) “Nonresident bidder” refers to a person who is not a resident. Section 2252.001(4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): “AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a

comparable contract in the state in which the nonresident’s principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.” Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): “AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident’s principal place of business is located;

or

(2) a state in which the nonresident is a resident manufacturer.” ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

☐ Please select one of the following: ☐ My company is a Resident Proposer

☐ My company is a Nonresident Proposer

(Required: Check only one)

20 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

_____

_____

_____

_____

_____

_____

(Required: Maximum 4000 characters allowed)

21	**Conflict of Interest Questionnaire** This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a 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(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. Does this vendor have conflict of interest with Sherman Independent School District? ☐ Yes ☐ No *(Required: Check only one)*
22	**Anti-Collusion Statement** I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid. ☐ I agree. *(Required: Check if applicable)*
23	**Debarment or Suspension Certification** Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of $100,000. Vendors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. ☐ [Please select] ☐ Agree ☐ Do not agree *(Required: Check only one)*
24	**No Israel Boycott Certification** Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "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. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. ☐ Agree *(Required: Check if applicable)*

25 **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

☐ Agree

(Required: Check if applicable)

26 **Form 1295 - Certificate of Interested Parties**

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
https://www.ethics.state.tx.us/filinginfo/1295/

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the Response Attachments, prior to any business transaction.

Please note the following:
Box 2: Please enter Sherman ISD
Box 3: Please use SISD's solicitation (bid) number **RFP#285-2024** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

☐ [Please select] ☐ Yes ☐ No

(Required: Check only one)

27 **Place of Business**

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner: 1. Has its principal place of business in the state of Texas; OR 2. Employees at least 500 persons in this state ~~~ IS YOUR PARENT COMPANY OR MAJOR OWNER A TEXAS BASED BUSINESS?

☐ [Please select] ☐ Yes ☐ No

(Required: Check only one)

28 **Vendor Employment Certification**

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

☐ [Please select] ☐ Texas based business ☐ Not Texas based business, more than 500 employees

☐ Not Texas Based business, less than 500 employees

(Required: Check only one)

29 **No Deviations or Exceptions**

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

☐ [Please select] ☐ Agree - No Deviations ☐ Do Not Agree - Please see below

(Required: Check only one)

30 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District will consider any deviations or exceptions in its bid award decisions. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

(Required: Maximum 4000 characters allowed)

31 **Educational Purchasing Cooperative of North Texas (EPCNT)**

This proposal may be available for members of the Educational Purchasing Cooperative of North Texas to utilize. There are currently over seventy members. A list of members can be found at the coop's website http://www.new-epcnt.com/.

32 **EPCNT Interlocal Agreement**

Educational entities in the surrounding Sherman Independent School District area have indicated an interest in participating under any resulting contract. Should these Educational entities decide to participate in any resulting contract, would you, (the vendor), agree that all terms, conditions, specifications, and pricing contained herein would apply? ***Educational entities utilizing interlocal agreements with the Sherman Independent School District will be eligible, but not obligated, to purchase materials/services under the contracts(s) awarded as a result of this solicitation. All purchases by Educational entity other than Sherman Independent School District will be billed directly to that Educational entity and paid by that Educational entity. Sherman Independent School District will not be directly responsible for another Educational entity's debts. Each Educational entity will order its own material/service as needed.

☐ Agree ☐ Do not agree

(Required: Check only one)

33 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

34 **SISD Terms and Conditions**

SISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

☐ Agree ☐ Do Not Agree

(Required: Check only one)

35 **Online Catalog/Price List**

Is your catalog/price list available via the internet? If yes, please indicate the website address. If none, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

36 **Shipping and Handling**

Will there be charges for S&H/Freight on each order? If so, please state the charges. If none, please enter N/A (not applicable).

(Optional: Maximum 4000 characters allowed)

37 **Purchase Order Acceptance**

Will your company accept mailed, faxed, or emailed purchase orders issued by Sherman Independent School District?

☐ Yes ☐ No

(Required: Check only one)

38	**Order Reference Number/Information** If there is a reference number or other information that SISD must include on the purchase order to receive bid pricing, please state that information. If none, please enter N/A (not applicable). *(Required: Maximum 1000 characters allowed)*

39 **Code of Conduct**

Vendors and their suppliers, installers and all other working on SHERMAN ISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the school/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers and installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding and agreement to comply with these rules and responsibilities by signing this document.

1. Vendors, employees, installers, and suppliers who will be entering any district site should check in with the SHERMAN ISD designated representative.
2. Vendors employees, installers, and suppliers must wear picture ID badges while on SHERMAN ISD property. See Criminal Background Check Notification attribute included in this proposal.
3. The use of any tobacco products are PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco, and stuff.
4. Drugs and alcoholic beverages are PROHIBITED.
5. The use of vulgar or inappropriate language is PROHIBITED. SHERMAN ISD will determine on a case by case basis what constitutes vulgar or inappropriate language.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. SHERMAN ISD staff will determine unacceptable behavior.
7. School requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and also work with SHERMAN ISD to make up any scheduling.
8. **ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED.**
9. Vendor's employees, installers, and suppliers must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed.
10. Vendor's employees, installers, suppliers will promptly leave the school campus at the end of each work shift.
11. Weapons of any type are not allowed on the job site or parking area. Vendor's employees will comply with all state and district rules regarding weapon free zones.
12. Vendor's employees, installers, and suppliers shall submit such background information as may be requested by SHERMAN ISD to perform criminal background evaluations/investigations.
13. No person who has been convicted, received probation, and/or deferred adjudication for the following shall be engaged to work on SHERMAN ISD property where students are present:

    - Any offense against a child.
    - Any sex offense.
    - Any crimes against a person(s) involving weapons or violence.
    - Any felony offense against property; or any other offense that SHERMAN ISD believes might comprise the safety of students, staff, or property.

I understand and agree to comply with the rules and responsibilities as stated in the Code of Conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules and responsibilities stated above.

*** This is your electronic signature.

☐ Agree ☐ Disagree

(Required: Check only one)

41 **APPENDIX II TO 2 CFR PART 200**

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 SISD expends federal funds, SISD reserves all rights and privileges under the applicable laws and regulation with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree?

*This is your electronic signature.

☐ Agree
(Required: Check if applicable)

42 **Termination for cause and for convenience by the grantee or subgrantee 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 SISD expends federal funds, SISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the vent 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. SISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if SISD believes in its sold discretion that it is in the best interest of SISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by SISD as of the termination date if the contract is terminated for convenience of SISD. Any award under this procurement process is not exclusive and SISD reserves the right to purchase goods and services from other vendors when it is in SISD's best interest.

Does Vendor agree?

*This is your electronic signature.

☐ Agree
(Required: Check if applicable)

43 **Equal Employment Opportunity**

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 SISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree?

*This is your electronic signature.

☐ Agree
(Required: Check if applicable)

44	**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 SISD expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions. Does Vendor agree? *This is you electronic signature. ☐ Agree *(Required: Check if applicable)*

45	**MWBE Compliance** If vendor will be subcontracting any work under this award, if successful, vendor must agree to comply with federal requirements stated on 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Does Vendor agree? *This is your electronic signature. ☐ Agree *(Required: Check if applicable)*

46 **Contract Work Hours and Safety Standards Acts (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 SISD 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 SISD resulting from this procurement process.

Does Vendor agree?

*This is your electronic signature.

☐ Agree

(Required: Check if applicable)

47 **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 subrecipient 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 SISD, the vendor certifies that during the term of an award for all contracts by SISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree?

*This is your electronic signature.

☐ Agree

(Required: Check if applicable)

48 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

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 subgrants 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 SISD, the vendor certifies that during the term of an award for all contracts by SISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree?

*This is your electronic signature.

☐ Agree

(Required: Check if applicable)

49	**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 SISD, the vendor certifies that during the term of an award for all contracts by SISD resulting from this procurement process, the 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? *This is your electronic signature. ☐ Agree *(Required: Check if applicable)*
50	**Solid Waste Disposal Act** A non-Federal 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? *This is your electronic signature. ☐ Agree *(Required: Check if applicable)*

51	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid 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 non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended by SISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by SISD 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 by or 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? *This is your electronic signature. ☐ Agree *(Required: Check if applicable)*
52	**Record Retention Requirements for Contracts Involving Federal Funds** When federal funds are expended by AISD for any contract resulting from this procurement process, 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? *This is your electronic signature. ☐ Agree *(Required: Check if applicable)*

53	**PR/Award # or Project Name Regarding Debarment** Please enter your PR/Award # or Project Name regarding debarment if you have one. If you do not have a #, please enter N/A (not applicable). _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
54	**Certification of Compliance with the Energy Policy and Conservation Act** When SISD 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? *This is your electronic signature. ☐ Agree *(Required: Check if applicable)*
55	**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? *This is your electronic signature. ☐ Agree *(Required: Check if applicable)*
56	**Certification of Access to Records – 2 C.F.R. § 200.336** Vendor agrees that the Inspector General of the District 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? *This is your electronic signature. ☐ Agree *(Required: Check if applicable)*

57 **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.

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.

Does Vendor agree?

*This is your electronic signature.

☐ Agree
(Required: Check if applicable)

Bid Lines

1 **HVAC Supplies/Equipment**

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer Contract Services
(Optional: Check if applicable)

2 **General Maintenance/Supplies**

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

3 **Electrical Supplies/Equipment**

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

4 Plumbing Supplies/Equipment

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

5 Grounds Supplies/Equipment

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

6 Custodial Supplies/Equipment

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

7 Locks, Keys Equipment/Supplies

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services

(Optional: Check if applicable)

8 Equipment Rental/Supplies

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services

(Optional: Check if applicable)

9 Security Supplies/Equipment

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services

(Optional: Check if applicable)

10 Transportation Supplies/Equipment

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

11 Food Service Supplies/Equipment

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

12 Vehicles: Off-Road and Trailers

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

13 Flooring Supplies/Equipment

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services
(Optional: Check if applicable)

14 **Painting Supplies/Equipment**

Total: %

Item Notes: Please list the discount amount off of your catalog, price list, and/or shelf price. If there is no discount, please enter zero.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Contract Services

If you offer contracting services in this area, place a check in the box.

☐ Offer contract services

(Optional: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature