



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 PURCHASING DEPARTMENT
 411 North 8th/DRAWER 990
 EDINBURG, TEXAS 78541
 PH: (956) 289-2311
 FX: (956) 383-7687

Request for COMPETITIVE SEALED PROPOSALS

NO: 20-12

TITLE: PAINT & RELATED ITEMS

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- Special Terms & Conditions
- ATTACHMENT: Proposal Forms

CLOSING TIME/DATE:

Closing Time: 3:30 P.M.
 Closing Date: October 23, 2019

BUYER:

ClauDina Longoria, Senior Buyer
 Phone: 956-289-2311, Ext.2135
 Fax: 956-383-7687
 Email: d.longoria@ecisd.us

DELIVER BIDS TO:

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

Amaro Tijerina 10/4/19
 Purchasing Coordinator Date

DATE WEBBED: October 4, 2019

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

Vendor Certification

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

Firm Name: _____ Telephone 1-800-_____

Address: _____ Or: _____

City: _____ Fax: _____

State: _____ Zip: _____ Web Address: _____

Email: _____

(Signature of Person Authorized to Sign Bid) _____ Date: _____

Title: _____

Printed Name: _____
 (Please print or type name above)

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

INTENT TO BID

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

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

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

NAME: _____

TITLE: _____

ORGANIZATION: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

E-MAIL: _____

WEB SITE: _____

VENDOR CHECK LIST

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

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

Company Name

Print/Type Signature Name

Authorized Signature

Date

Official Title

STANDARD TERMS & CONDITIONS

(REVISED SEPTEMBER 2018)

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

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

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

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

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13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

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26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
 - Deduct such charges from existing invoice totals due at the time, or
 - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
 - Financial Information
 - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's bid list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
 - Bonding status
 - Contractual history (references)
 - Ability to fulfill and abide by the terms and specifications
 - Quality and stability of product and sources
32. **District Bid Forms:** Bid proposal not submitted on District's bid forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** In the event that it becomes necessary to clarify or revise this solicitation, such clarification or revision will be by an addendum. Any addendum will be posted on the District's Purchasing Website. It will be the vendor's responsibility to check the site for any and all addendums. Any addendums to this solicitation shall become part of this solicitation. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- _____ I am not a delinquent taxpayer to the Edinburg CISD.
- _____ I am a delinquent taxpayer to Edinburg ISD (your bid may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the bid in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all bid prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.

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- 40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.
- 41. **Evaluation Factors:** The bid award shall be based on the following evaluation factors:
 - a. the purchase price;
 - b. the reputation of the vendor and of the vendor's goods or services;
 - c. the quality of the vendor's goods or services;
 - d. the extent to which the goods or services meet the district's needs;
 - e. the vendor's past relationship with the district;
 - f. the total long-term cost to the district to acquire the vendor's goods or services
- 42. **Non-Collusive Bidding Certification:** By submission of this bid or proposal, the bidder certifies that:
 - a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
 - b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
 - c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- 43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
- 44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
- 45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The TEC website includes Question/Answers and Video instructions.

- 46. **Declaration of Business Location – Texas Education Code 44.031 (b)(8).** By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:
 - ____ A. Has its principal place of business in the State of Texas; OR ____ B. Employs at least 500 persons in the State of Texas
 - ____ C. Principal Place of business is not in the State of Texas: _____ (City,State)

- 47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

- 48. **Texas Historically Underutilized Business (HUB) - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm:** Contractor certified the Bidder's company is HUB certified with the State of Texas.
 - ____ I am an Active certified HUB vendor. HUB expiration date: _____
 - ____ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
 - ____ I am neither.

- 49. **Criminal History Record Information Review of Certain Contract Employees:** By signing below, the Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Contractor, if awarded a contract, shall obtain criminal history record information through the _____

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criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

_____ None of my employees and any of the subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

_____ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information 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 Procedures; or (c) an equivalent offense under federal law or the laws of another state. IF AVAILABLE, ATTACH A COPY OF YOUR FAST PASS RECEIPT.
2. If you received information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

50. **Contract Provisions for contracts under Federal Awards:** By submission of this bid, Contractor agrees to comply with the following provisions.

- 50.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 50.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 50.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 50.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.
- 50.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

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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.

- 50.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 50.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 50.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 50.9 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 award.
- 50.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
51. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
52. Vendor must comply with H.B. No. 89 Chapter 2270. Prohibition on Contracts with Companies Boycotting Israel.

I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-52 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-52 listed above.

Print/Type Signature Name

Official Title

Authorized Signature

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice Is Not Required of a Publicly-Held Corporation

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name

Authorized Company Official's Name (Printed)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Names of Felon(s)

Details of Conviction(s)

Signature of Company Official

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by the H.B. 1491 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

CERTIFICATION OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name),
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

Definitions:

- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
 - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
 - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - 1) receives compensation from the business entity for the person's participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

CSP 20-12, PAINTS & RELATED ITEMS

A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Submit form along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
		1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Vendor Name		Certificate Number:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Edinburg CISD		Date Filed:	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Use District's Proposal # & Proposal Title located on cover page of solicitation		Date Acknowledged:	
4		Nature of interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
Example			
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____ My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			

DEVIATION FORM

(This form must be signed)

- 1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the bid response form identifying the section number, item number and a clearly defined explanation for the deviations.
- 2. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations.
- 3. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 4. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations: _____ YES - Deviations: _____

List any deviations your company is submitting below: (List on separate page, if necessary)

Company Name

Print Name of Authorized Company Official

Signature of Authorized Company Official

Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>
Individual/Company/Entity Legal Name (Must match TIN below): _____		DBA Name (IF Applicable): _____
Taxpayer Identification Number (TIN) _____ - _____		OR
Federal Tax ID Number (FID) _____ - _____		SSN – Individual/Sole Proprietor _____ - _____
Vendor Contact Information:		
Name: _____	Title: _____	Phone: _____ Fax: _____
Vendor Type – Select 5 only one of the following boxes:		
<input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____ <input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ <input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____		
Order Address:		Payment Remittance Address:
Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____
Banking Information:		
In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.		
Account Type: Checking <input type="checkbox"/> Savings <input type="checkbox"/>	Email for Direct Deposit Notification: _____	
Bank Name: _____	ABA Routing Number: _____	
Bank Address: _____	Account Number: _____	
City: _____ State: _____ Zip Code: _____	Phone: _____ Fax: _____	
W-9 Certification	Direct Deposit Authorization and Agreement	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.	I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until: (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.	
Signature: _____ Date: _____	Signature: _____ Date: _____	
Print Name/Title: _____	Print Name/Title: _____	
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR ; E-mail: ECISDinvoice@ecisd.us , OR ; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
Finance Office Use Only: Updated Record on:		Updated by: _____
Bank Code: _____		Vendor #: _____

SPECIAL TERMS & CONDITIONS

1. **INTENTION:** It is the intention of the Board of Trustees of the Edinburg Consolidated Independent School District to receive proposals from interested vendors to select vendor(s) offering the best value for **Paints & Related Items**.
2. **CONTACT:** Please call ClauDina Longoria at 956-289-2311, ext. 2135 or e-mail to d.longoria@ecisd.us if you have any questions regarding this bid.
3. **CONTRACT SERVICE PERIOD:** This is a term contract beginning November 1, 2019 or soon thereafter and ending October 31, 2020.
4. **RENEWAL CLAUSE:** This contract may be renewed for an additional one (1) year TERM CONTRACT PERIOD, if the vendor and the Edinburg CISD agree and no increases in cost are incurred except for the growth of the district.
5. **EEOC NON-DISCRIMINATION STATEMENT:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
6. **PAYMENT INFORMATION:** Payments will be made on the District's regular payment schedule.
7. **TERMS:** Net 30 unless otherwise noted as an exception.
8. **ADDENDUMS:** It will be the vendor's responsibility to check the Purchasing Website for any addendums or additional information. ECISD website is www.ecisd.us. Click on Departments, then Purchasing. Once at the Purchasing site, locate the calendar list in middle and click on title of the solicitation. If you do not see it on the list, click the month button on top and you will see complete month with all solicitations the District is currently seeking out. Any questions, please contact the Purchasing office and we will assist you.
9. **DELIVERY INFORMATION:** The successful bidders will be given reasonable length of time for delivery, however, purchase orders over thirty (30) days old are considered unreasonable. The Edinburg CISD reserves the right to review the bidder's delivery performance and to re-award to the next lowest vendor, if delivery is unsatisfactory.
10. **ESTIMATED QUANTITIES:** The quantities listed are estimated and may change based on budgetary constraints. These quantities will not be purchased at one time, rather on an as needed basis by the department throughout the term of the contract.
11. **INSURANCE REQUIREMENTS:**
 - a. General Liability
 - b. Workmen's Compensation
 - c. Property Liability

**Edinburg Consolidated Independent School District
CSP 20-12, Paints & Related Items
PROPOSAL FORM**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
EXTERIOR PAINT						
1	Acrylic lattelx, satin finish, white, black and custom mixed colors, minimum requirements: titanium dioxide 17%, resin 23%, solids content: by weight 44%, by volume 33%, 1", SHERWIN WILLIAMS, A82 SERIES	100	GAL	\$ _____	\$ _____	
2	Industrial exterior/interior, 100% acrylic base, semi-gloss, white and cutom mixed colors, minimum requirements: solid contents by weight 48%, by volume 36%, safety colors not included, 1" x 5", SHERWIN WILLIAMS, B-42 SERIES METALATEX	100	GAL	\$ _____	\$ _____	
3	Interior/exterior, bond-plex WB acrylic is a single component, waterborne acrylic, adhesive promoting coating formulated for direct application to prefinished metal siding, outstanding early moisure resistance, outstanding exterior durability and gloss retention, enliminates the use of primer over pre-finished siding, fast dry, low odor, low voc, very good mar resistance, outstanding application characteristics, finish: white & colors, low sheen; aluminum , (gloss), Color: wide range of colors available, volume solids (may vary with color): extra white 41% + 2%, aluminum 37% +2, weight solids: extra white 55.0% +2%; aluminum 37%+2, voc (EPA 24); extra white <100 g/l; .83 lb/gal; aluminum <200 g/l; 1.67, SHERWIN WILLIAMS, B71-200 SERIES	100	GAL	\$ _____	\$ _____	
INTERIOR PAINT						
4	Acylic latex, semi-gloss, white, standard and custom mixed colors, minimum requirements: titanium dioxide 12%, resin 21%, solids content: by weight 41%, by volume 33%, 1" x 5", SHERWIN WILLIAMS, B31WC700 SERIES	100	GAL	\$ _____	\$ _____	
5	Waterbase acrylic-alkyd semi-gloss, promar 200 interior waterbased acylic-alkyd semi-gloss is a quality product designed for the professional, recommended for interior application on primed plaster, wallboard, wood, masonry, and primed metal, color: most color, coverage: 350 - 400 sq ft/gal @4 MLLS wet, 1.7 MLLS dry, drying time @77 dogree F, 50% RH: temperature and humidity dependent, tack free: 15-30 minutes, tourh/hard: 1-2 hours, recoat: 3-4 hours, finish: 24 hours: 45-55 units @ 60 degrees, 30 days: 40-50 units @ 60 degreesvoc (less exempt solvents): 78 g/l, 065 lb/gal, volume solids: 37+2%, weight solids: 50+2%, weight per gallon: 10.5 lb. SPECIFICATIONS: BLOCK: 1 c. Laxon Block Surfacer, 2 cts. ProMar 200 Interior Waterbased Acrylic-Alkyd semi-gloss DRYWALL: 1 ct. ProMar 200 Latex Primer, 2 cts. ProMar 200 Interior Waterbased Acrylic-Alkyd Semi-gloss MASONRY: 1 ct. Loxon Concrete & Masonry Primer, 2 cts. ProMar 200 Interior Waterbased Acylic-Alkyd Semi-gloss PLASTER: 1 ct. Premium wall & wood primer, 2 cts. ProMar 200 interior waterbased acylic-alkyd semi-gloss WOOD: 1 ct. Premium wall & wood primer, 2 cts. ProMar 200 interior waterbased acrylic-alkyd semi-gloss, SHERWIN WILLIAMS B34WB200 SERIES	100	GAL	\$ _____	\$ _____	
6	Acylic latex, eggshell, satin, white, standard and custom mixed colors, minimum requirements: titanium dioxide 15%, resin 15%, solids content: byweight 43%, by volume 29%, 1" X 5", SHERWIN WILLIAMS B20 SERIES	300	GAL	\$ _____	\$ _____	

**Edinburg Consolidated Independent School District
CSP 20-12, Paints & Related Items
PROPOSAL FORM**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
7	<p>Promar 200 zero voc interior latex semi-gloss is a durable, professional quality, interior vinyl acrylic finish for use on walls, ceilings, and trim of primed plaster, wallboard, wood, masonry, and primed metal, you can use this product without typical odor complaints, in occupied areas because of the very low odor during application and drying, color: most colors, coverage: 350 - 400 sq ft/gal @ 4 mils wet, 1.6 mils dry, drying time: @ 77 degree F, 50% RH, Touch: 1 hour, recoat: 4 hours (drying and recoat times are temperature, humidity, and film thickness dependent), finish: 25-35 units @60 degrees, flash point: N/A, VOC (less exempt solvents): 0 g/l, 0.0 lb/gal, volume solids: 39+2%, weight solids: 50+2%, weight per gallon: 10.3 lbs.</p> <p>SPECIFICATIONS: BLOCK: 1 ct. PrepRite block filter, 2 cts. ProMar 200 Zero VOC interior latex Semi-Gloss DRYWALL: 1 ct ProMar 200 Interior Latex Primer, 2 cts. ProMar 200 Zero VOC interior latex semi-gloss MASONRY: 1 ct. Laxon concrete & masonry primer, 2 cts. ProMar 200 zero VOC interior latex semi-gloss PLASTER: 1 ct Premium wall & wood primer, 2 cts. ProMar 200 Zero VOC interior latex semi-gloss WOOD: 1 ct. Premium wall & wood primer, 2 cts. ProMar 200 Zero VOC interior latex semi-gloss, SHERWIN WILLIAMS B31-2600 SERIES</p>	100	GAL	\$ _____	\$ _____	
8	<p>Solo Low VOC interior/exterior acrylic is a high performance professional finish formulated to resist blocking, solo semi-gloss combines a medium luster appearance with ease of application and is designed for doors, trim, walls, and shutters, color: most colors, coverage: 400 sq ft/gal, 4 mils wet, 1.7 mils dry, drying time: @50% RH & 77F, touch: 1 hour, recoat: 5 hours, finish: 35-45 units @60 degrees, flash point: n/a, vehicle type: 100% acrylic, B31WJ8651, VOC (less exempt solvents): 44 g/l, .37 lb/gal, volume solids: 42 +2%, weight solids: 54 + 2%, weight per gallon: 10.3 lb.</p> <p>SPECIFICATION INTERIOR: DRYWALL: 1 ct promar high holdout primer, 2 cts solo low voc int/ext 100% acrylic semi-gloss PLASTER/WOOD: 1 ct premium wall & wood primer, 2 cts solo low voc int/ext 100% acrylic semi-gloss INTERIOR/EXTERIOR BLOCK: 1 ct preprite latex block filler or loxon block surface, 2 ctsf solo low voc int/ext 100% acrylic semi-gloss MASONRY, CONCRETE, STUCCO: 1 ct loxon crete & masonry primer, 2 cts solor low voc int/ext 100% acrylic semi-gloss EXTERIOR WOOD: 1 ct SWB exterior alkyd primer or SWB exterior latex primer, 2 cts solo low VOC int/ext 100% acrylic semi-gloss, SHERWIN WILLIAMS B31WJ SERIES</p>	100	GAL	\$ _____	\$ _____	
9	<p>Promar 400 0 VOC, most colors, VOC (less exemp solvents): 145A g/l, 1.21 lb/gal, volume solids 33 + 2%, weight solids 44 + 2%, weight per gallon: 10 lb, durable, professional quality for use on walls, ceilings and trim of primed plaster, wall-board, wood, masonry and primed metal, SHERWIN WILLIAMS B30W300</p>	100	GAL	\$ _____	\$ _____	
10	<p>Promar 400 0 VOC latex semi-gloss, most colors, VOC (less exemp solvents): 145A g/l, 1.21 lb/gal, volume solids: 33 + 2%, weight solids: 44 + 2%, weight per gallon 10 lb, burable, professional quality for use on walls, ceilings and trim of primed plaster, wall-board, wood, masonry and primed metal, SHERWIN WILLIAMS B31W300</p>	100	GAL	\$ _____	\$ _____	

**Edinburg Consolidated Independent School District
CSP 20-12, Paints & Related Items
PROPOSAL FORM**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
ALKYD PAINT						
11	Exterior/interior, alkyd base, satin, white, standard and custom mixed colors, minimum requirements: titanium dioxide 21%, resin 24%, solids content by weight 66%, by volume 45%, 1" x 5", SHERWIN WILLIAMS B33 SERIES	100	GAL	\$ _____	\$ _____	
12	Industrial exterior/interior, alkyd base, gloss, white and custom mixed colors, minimum requirements: titanium dioxide 24%, resin 31%, solids content by weight 61%, by volume 44%, 1" x 5", SHERWIN WILLIAMS B54 SERIES	100	GAL	\$ _____	\$ _____	
13	Industrial enamel, a medium oil/alkyd all-purpose enamel, designed for interior and exterior use, dries fast and allows equipment to be placed back in service quickly, impact and abrasion resistant, chip and flake resistant, high gloss makes it resistant to dirt, apply down to 40 degree F, good exterior durability, excellent application properties, finish: gloss, color: wide range of colors available including safety colors, volume colors: 43% + 2%, may vary by color, weight solids: 58% + 2%, may vary by color, VOC (calculated): <450, 3.75 lb/gal, SHERWIN WILLIAMS B54 SERIES	100	GAL	\$ _____	\$ _____	
14	Solvent based zone marking paint, setfast premium alkyd zone marking paint, flat finish, color: red, solids content: by weight 70%, by volume 47%, SHERWIN WILLIAMS A302	100	GAL	\$ _____	\$ _____	
15	Interior semi-gloss, quality product designed for the professional, recommended for interior application on primed plaster, wallboard, wood, masonry, and primed metal, most colors, 300-400 sq ft/gal coverage, flash point 102 degree F, PMCC - VOC (less exempt solvents): 363 g/l, 3.03 lb/gal, volume solids: 52+2%, weight solids 70+2%, weight per gallon: 10.2 lb, SHERWIN WILLIAMS B34-440 SERIES	100	GAL	\$ _____	\$ _____	
PRIMERS						
16	Interior/exterior, white, minimum requirements: titanium dioxide 13%, resin 12%, solids contents by weight 64%, by volume 39%, 1" x 5" SHERWIN WILLIAMS B79W SERIES	8	GAL	\$ _____	\$ _____	
17	Interior , acrylic, white, minimum requirements: titanium dioxide 10.2%, resin 16.4%, solids contents by weight 43.3% by volume 29.9% 5", SHERWIN WILLIAMS B28 SERIES	100	GAL	\$ _____	\$ _____	
18	Exterior, oil alkyd base, white, minimum requirements: titanium dioxide 8%, resin 26%, solid contents by weight: 74%, by volume 55%, 1" x 5", SHERWIN WILLIAMS Y24WS38	80	GAL	\$ _____	\$ _____	
19	Exterior, acylic latex, wh ite, minimum requirements: titanium dioxide 15%, resin 18%, solid contents by weight 51%, by volume 36%, 1" x 5", SHERWIN WILLIAMS B42W41	100	GAL	\$ _____	\$ _____	
20	Waterborne, acylic emulsion, adhesion promoting bonding primer, designated to be part of a system for coating pre-finished metal siding, must be topcoated, corrosion resistant, solids, content by weight 57+2%, by volume 42+2%, SHERWIN WILLIAMS B66A50	100	GAL	\$ _____	\$ _____	
21	Paint, shopciat primer fast drying offering field corrosion protection on iron and steel, fast recoat with airplatic solvent alkyd enamels, free of lead and chromate hazards, apply by spray or dip, gloss: flat, volume solids: 39.3 +2% (may vary with color), viscosity: 40-55 seconds #4 ford cup, 45-75 seconds #2 Zahn cup, VOC 3.8 lb/gal, 456 g/l, reduced 25% with mineral spirits: 4.35 lb/gal, 522 g/l, SHERWIN WILLIAMS RED OXIDE E61RC21	80	GAL	\$ _____	\$ _____	

**Edinburg Consolidated Independent School District
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PROPOSAL FORM**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
22	Paint, reprite bonding primer, interior/exterior, color white, VOC 42 g/l, .35 lb/gal, volume solids 42% +2%, weight solids 57% +2%, weight per gallon 11.1 lb, designed for coating hard, slick, clossy surfaces with manimal surface preparation, SHERWIN WILLIAMS B51W50	100	GAL	\$ _____	\$ _____	

SEALERS, VARNISH, & TRAFFIC PAINTS

23	Sanding sealer, interior, acrylic, clear, semi-gloss, minimum requirements: resin 31%, solids contents by weight: 34%, by volume 28%, 1" x 5", SHERWIN WILLIAMS B26 SERIES	80	GAL	\$ _____	\$ _____	
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24	Armorseal rexthane 1 floor coating is a high solid, single component, alphatic, moisture cure urethane, low VOC, industrial floor covering, this urethane coating cures to a high gloss and chemical resistant film equivalent to two-part urethane coatings, impact and abrasive resistant, chemical resistant, resists yellowing, low VOC, fast "hardness" developement, outstanding application properties, gloss finish, haze gray color, volume solids: 67% + 2% white (may vary by color), weight solids: 81% + 2% (may vary by color), VOC (EPA method 24): unreduced: ,300 g/l, 2.5 lb/gal, reduced 10%: 340 g/l, 2.8 lb/gal, SHERWIN WILLIAMS B65A60 SERIES	50	GAL	\$ _____	\$ _____	
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25	Armorseal rexthane 1 floor coating is a high solid, single component, alphatic, moisture cure urethand, low VOC, industrial floor covering, this urethane coating cures to a high gloss and chemical resistant film equivalent to two-part urethane coatings, impact and abrasive resistant, chemical resistant, resists yellowing, low VOC, fast "hardness" developemnt, outstanding application properties, gloss finish, clear color, volume solids: 67% + 2%, white (may vary by color), weight solids: 81% + 2% (may vary by color), VOC (EPA method 24): unreduced , ,300 g/l, 2.5 lb/gal, reduced 10%, 340 g/l, 2.8 lb/gal, SHERWIN WILLIAMS B65C60	50	GAL	\$ _____	\$ _____	
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26	Loxon 40% silane water repellant is a clear silane water repellant desibned to weatherproof old and new concrete and masonry against nature's distructive forces, providing a long lasting, breathable barrier which exhibits SUP (erior resistance to water, airborne dust and durt, salt, acit rain, efflorescence, alkali, freeze/thaw damage, and spalling protects against damage resulting from moisture, intrusion and chloride ION penetration, does not mar glass or metal flashing, recommended uses, most concrete and masonry surfaces including: stadium supports, bridges and bridge structures, parking garages, traffic sound barriers, driveways, sidewalks, concrete & brick patios, tilt-up and poured-in-place walls, concrete block, split faced block, fluted block, brick (clay or cement), roof tile, stucco, mortar, do not use on ashpalt surfaces, not for immersion service, characteristics: clear, coverage: smooth precast concrete: 125 sq ft/175 gal, porous concrete: 100 sq ft/150 gal, split face block: 50 sq ft/75 gal, fluted block: 25 sq ft/50 gal, concrete block: 75 sq ft/125 gal, brick (clay): 100 sq ft/150 gal, bridge decks: 100 sq ft/150 gal, steel troweled concrete: 150 sq ft/200 gal, coverage will vary depending on the porosity and texture of the substrate, drying time @77 degree F, 50% RH: temperature and humidity dependent, touch: 3 hours, if second coat is required to uniform the application, this product must be applied wet-on-wet, vehicle type: silane, flash point, PMCC: 159 degree F, A31T00840, VOC (less exempt solvents): 343 G/FT: 2.86 lb/gal, active content: 40 + 2%, weight per gallon: 7.9 lb, SHERWIN WILLIAMS A31T00840	50	GAL	\$ _____	\$ _____	
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**Edinburg Consolidated Independent School District
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PROPOSAL FORM**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
27	<p>Sherlastic elastomeric is a coating that provides excellent flexibility, durability, and weather resistance, this product will protect against wind-driven rain when used on tilt-up, precast, or poured-in-place concrete, CMU, and stucco, color: many colors, (to optimize hide and color development, always use the recommended P-shade primer), two coat system, brush, roller, or spray applied, coverage per coat: 115-160 sq ft/gal, 10-14 mils wet, 4.0-6.0 mils dry, 1 coat system, sprayed applied, covered per coat: 60-80 sq ft/gal, 20-28 mils wet, 8.0-12.0 mils dry, can be applied up to 30 mils wet, coverage will vary with the substrate and the texture, drying time @77 degree F, 50%RH: touch 4 hours, recoat 24 hours, (drying and recoat times are temperature, humidity, and film thickness dependent), flash point: N/A, Finish: 0-10 units @85 degrees, tinting with CCE: Base extra white 0-5 oz/gal 100% strength, deep base 4-12 oz/gal 100% strength, vehicle type 100% acrylic, VOC (less exempt solvents) 91 g/l, .76 lb/gal, volume solids: 43 + 2%, weight solids: 59 + 2%, weight per gallon: 11.4 lb, mildew resitatan: this coating contains agents which inhibit the growth of mildew on the surface of th is coating film, physical properties: wind-driven rain test: passes, 1 ct loxon primer at 3.2 mils DFT, 2 cts sherlastic at 4.0-6.0 mils DFT/CT, water vapor performance: 22.3 PERMS based on ASTM D1653, 1 ct sherlastic at 9.4 mils DFT, 14 day cure @77 degree F & 50% RH, elongation and tensile strength: 350% ASTM D2370, 1 ct sherlastic at 9.5 mils DFT, 14 day cure @77 degree F & 50% DFT, freeze-thaw resistance: passes based on ASTM D2243, low temperature flexibility: passes ASTM D522 method B @ 10 degree F, SHERWIN WILLIAMS A5-100 SERIES</p>	100	GAL	\$ _____	\$ _____	
28	<p>Polyurethane varnish, interior, alkyd, clear, satin and gloss finish, minimum requirements: resin 50%, solids contents: by weight 49%, by volume 43%, 1", SHERWIN WILLIAMS A67</p>	80	GAL	\$ _____	\$ _____	
29	<p>Concrete sealer, clear gloss oil based, testing: do to the wide variety of substrates, preparation methods, application methods and environments, the customer should treat the product in an inconspicuous spot for adhension and compatibility prior to full scale application, all surfaces must be clean, dry and free of grease, oil, paint, sealers etc., new concrete must be cured 28 days, wait at least 24 hours after washing or after rain before applying, apply under very dry conditions only, application to a damp surface may cause a hazy appearance or loss of adhension, do not reduce, H & C</p>	50	GAL	\$ _____	\$ _____	
30	<p>Varnish, interior, water based, clear gloss, ones, by weight 29+-2%, by volume 26+-2%, SHERWIN WILLIAMS A68 SERIES</p>	100	GAL	\$ _____	\$ _____	
31	<p>Traffic paint, white or yellow, alkyd based, flat finish, solids content by weight 73%, by volume 49%, SHERWIN WILLIAMS TM493</p>	100	GAL	\$ _____	\$ _____	
32	<p>Set fast latex traffic paints are conventional dry (non-heated application) water based paints intended for use in marking parking lots, airports, and roads, fast drying, high visibility, glass beads can be added for marking reflective markings, abrasion resistant, low VOC, water cleanup, finish: flat, color: red, blue, black, volume solids 52% minimum, weight solids 68% minimum, VOC (EPA method 24) ,100 g/l, .83 lb/gal, red: no parking zones for fire lanes, blue: handicap parking spaces, black painting out existing markings, SHERWIN WILLIAMS TM2132, TM2133, TM22135</p>	100	GAL	\$ _____	\$ _____	

**Edinburg Consolidated Independent School District
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PROPOSAL FORM**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	BRAND/MODEL
33	Traffic marking paint, set fast crylic waterborne, available in two colors, white and lead free yellow which conform to U.S. Bureau of Public roads colors and meets Federal Specifications TT-P-1952E, type 1, low VOC< water cleanup, abrasion resistanc, glass beads can be added for making reflective markings, highly visible colors, conventional dry, ready to use, durable, finish flat, volume solids 56% minimum, wight solids 73% minimum, VOC (EPA method 24) ,100 g/l, .83 lb/gal, for use over emulsified coat tar type compounds (sealers, asphalt) where conventional traffic paints (solvent thinned) may cuase the surface to crack, bleed, or lift, such as playgrounds, tennis courts, airfield runways, and parking lots, this material is also ideal for regular application over cured asphalt and cement and other concrete surfaces, may also serve as a binder for glass beads to make reflective markings, SHERWIN WILLIAMS TM226 W HITE/TM227 YELLOW	100	GAL	\$ _____	\$ _____	
STAINS						
34	Interior oil, wood classics, features: seals and penetrates, topcoat in 2 hours, highlights wood grain, resists blotching, use to create artificial grain, solids content by weight 48+2%, by olume 34+2%, SHERWIN WILLIAMS A49-200 SERIES	100	GAL	\$ _____	\$ _____	
35	Interior/exterior, use of concrete, masonry and asphalt, will not peel, flake or fade, reisists oil, gasoline, water and UV rays, makes the sufrace easier to clean, soap and water clean up, ideal for high PH surfaces, solids content by weight 43+2%, by volume 30+2%, SHERWIN WILLIAMS	100	GAL	\$ _____	\$ _____	
36	2 part epoxy, tile-clad high solids, whide range of color, volume solids 56% + 2%, mixed, may vary by color, wight solids 70% + 2% mixed, may vary by color, VOC (EPA method 24), unreduced ,400 g/l, 3.3 lb/gal, reduced 10% , ,413 g/l 3.44 lb/gal, mix ratio 1:1 by volume, SHERWIN WILLIAMS B62W100	80	GAL	\$ _____	\$ _____	
37	Kem Lustral enamel, semigloss black, volume solids 38% + 2% (may vary by color), viscosity 50-60 seconds #4 Zahn cup, SHERWIN WILLIAMS F65B SERIES	80	GAL	\$ _____	\$ _____	
38	Kem Lustral enamel, flat black, vlume solids 38 + 2% (may vary by color), Viscosity 50-60 seconds #4 Zahn cup, SHERWIN WILLIAMS F65B SERIES	80	GAL	\$ _____	\$ _____	
39	Percentage discount on your catalog or shelf price for any itmes not listed on this bid.		%	_____		