



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 PROPOSAL

NO: 21-50

TITLE: E-RATE 24 (YEAR 2021)
INTERNET SERVICE PROVIDER

CLOSING TIME/DATE:

Closing Time: 3:00 P.M.

Closing Date: February 22, 2021

BUYER:

ClauDina Longoria, Senior Buyer

Phone: 956-289-2311, Ext.2135

Fax: 956-383-7687

Email: d.longoria@ecisd.us

DELIVER BIDS TO:

Edinburg CISD

Office of the Purchasing Coordinator

411 North 8th Ave, 2nd Floor

Edinburg, TX 78540

DATE WEBBED: January 22, 2021

This Proposal includes the following forms:

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

Purchasing Director

1/22/21

Date

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

Vendor Certification

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

Firm Name: _____

Telephone 1-800-_____

Address: _____

Or: _____

City: _____

Fax: _____

State: _____ Zip: _____

Web Address: _____

Email: _____

(Signature of Person Authorized to Sign Bid)

Date: _____

Printed Name: _____

Title: _____

(Please print or type name above)

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

INTENT TO BID

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

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

The Edinburg CISD Purchasing solicitations and addendums are available on line at www.ecisd.us. Or <https://ecisd.edlioschool.com/apps/events/calendar/?id=d1311554>

NAME: _____

TITLE: _____

ORGANIZATION: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

E-MAIL: _____

WEB SITE: _____

VENDOR CHECK LIST

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

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

Company Name

Print/Type Signature Name

Authorized Signature

Date

Official Title

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.

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.

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:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- _____ I am not a delinquent taxpayer to the Edinburg CISD.
- _____ I am a delinquent taxpayer to Edinburg ISD (your 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:
- 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 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:
- This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
 - 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;
 - 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;
 - 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

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 a 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 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>

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

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
1 of 1				
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Vendor Name			CERTIFICATION OF FILING Certificate Number:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Edinburg CISD			Date Filed:	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Use District's Proposal # & Proposal Title located on cover page of solicitation			Date Acknowledged:	
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
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 _____, _____, _____, _____, _____. <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> (street) (city) (state) (zip code) (country) </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the ____ day of _____, 20____. <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> (month) (year) </div> <div style="text-align: center; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>				

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.

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

[illegible]

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): _____ Taxpayer Identification Number (TIN) _____ - _____ Federal Tax ID Number (FID) _____ - _____		DBA Name (IF Applicable): _____ OR 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: Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		Payment Remittance Address: <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____
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"/> Bank Name: _____ Bank Address: _____ City: _____ State: _____ Zip Code: _____		Email for Direct Deposit Notification: _____ ABA Routing Number: _____ Account Number: _____ Phone: _____ Fax: _____
W-9 Certification 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. Signature: _____ Date: _____ Print Name/Title: _____		Direct Deposit Authorization and Agreement I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until: (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid. Signature: _____ Date: _____ Print Name/Title: _____
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: ECISDInvoice@ecisd.us , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
Finance Office Use Only: Updated Record on:		Updated by: _____
Bank Code: _____		Vendor #: _____

ADDITIONAL TERMS AND CONDITIONS

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

1. TERM OF OFFER: The district reserves the right to reorder from the company(s) awarded the proposal for the period up to (2) years after the school board approves the proposal subject to verification of the same or lower prices, conditions, and service and quality of merchandise. Discontinued items can be replaced with equal or better products upon acceptance by district of replacement product. Renewal of contract up to 2 years is voluntary and not automatic.
2. Prices quoted in the vendor(s) response for all labor and materials will remain in effect for a period of at least ninety (90) days from the issuance date of the vendor(s) response. Equipment and capacity requirements are the best estimates currently available. The district reserves the right to modify quantity and configuration requirements. The vendor agrees to sell the District the revised quantity of items at the unit price (or lower) as stated in the RFP regardless of quantity changes.
3. The District reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.
4. **Unsigned proposals will not be considered.** Person signing offer should indicate title or authority to bind their company to a contract.
5. No faxed proposal will be considered. Proposals must be originals and have original signatures.
6. Any change to the proposal must be in written addendum and signed by Amaro Tijerina, Purchasing Coordinator.
7. Any agreement or contract resulting from the acceptance of a proposal shall be supplied by or approved by the District.
8. No proposals may be withdrawn without prior written approval after a contract has been signed or partial performance of any project has begun.
9. In case of error in extensions, unit price shall govern.
10. An explanation of the technical options that were considered and why the bidder is proposing the one in the bid is required.
11. **All purchases will be made contingent on the availability of Universal Service Funds.**
12. Payment for Technical Support Services will be paid as services are completed. Any hours not utilized by vendor will not be billed.
13. No cash advance discount will be considered.
14. If through any cause, the District determines that the successful Vendor(s) has(have) failed to fulfill, in a timely and proper manner, the obligations agreed to, the District shall have the right to terminate the contract by specifying the date of termination in a written notice to the Vendor at least thirty (30) days before the termination date.
15. Delivery shall be made during normal working hours unless prior approval has been obtained from the District. A timeline for delivery of items will be presented to the District by vendor, after the purchase order has been received by the vendor.
16. Installation included in the specifications shall be included at no additional cost above the initial proposal price on items specified. Equipment is to be complete including operating/owner's

manuals. Installation will include locating the items in the proper location within the building, uncrating, complete assembly, and adjustment by a trained installer, and removal of all debris. After connection is established, equipment should be made ready for use.

17. The District reserves the right to select a vendor for each service requested.
18. These conditions are applicable and form a part of the contract documents in each piece of equipment, software, supplies, materials and services contract and a part of the terms of each purchase order for items included in the specification and proposal forms issued herewith.
19. OMISSIONS: Omissions in the proposal on any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.
20. PROPOSED PRICES: All prices in this proposal are to include the furnishing of all materials, equipment, maintenance and training manuals, tools and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The District will not be liable for any costs beyond those proposed herein and awarded. Time and materials proposal will be unacceptable.
21. CANCELLATION: In the event provisions of this RFP are violated by the Vendor, the District may give written notice to the vendor stating the deficiencies and unless deficiencies are corrected within five (5) district working days, recommendations will be made to the District for immediate cancellation. The district reserves the right to terminate immediately any contract resulting from this RFP for failure to correct deficiencies.
22. NON-SOLICITATION: Vendors agree not to hire, or otherwise solicit, the employment of any District employee associated with the bid awarding process and/or involved in the implementation of services and products acquired hereunder during the term of this Agreement or for two (2) years thereafter.

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

Print Signature Name

Authorized Signature

Date

INTENT OF REQUEST FOR PROPOSAL

1. It is the intent of these specifications to secure sealed proposals for **RFP 21-50, E-Rate 24 (2021) INTERNET SERVICE PROVIDERS, which are contingent upon Universal Service Funds (USF)** and District allocations for **ERATE 24 (July 1, 2021 - June 30, 2022)**. This RFP may be viewed and/or downloaded at the ECISD Purchasing Department website at www.ecisd.us. Or <https://ecisd.edlioschool.com/apps/events/calendar/?id=d1311554>
2. Prices quoted shall be all-inclusive and represent complete installation and/or delivery of projects as specified. Prices quoted shall be all-inclusive and represent complete installation at the sites specified. The successful vendor(s) shall be responsible for all parts, labor and all other associated items necessary to completely install, test, and turnover as appropriate and specified for acceptance to the Edinburg Consolidated Independent School District the Project detailed in this proposal. One or more vendors can be selected for each project or combination of projects.
3. Vendors shall provide pricing for 1 Year and an additional 1 Year renewable contract.

CORRESPONDENCE INSTRUCTIONS

1. *Potential Proposers may submit written questions via email to Eduardo Javier Moreno, Assistant Superintendent for Technology Services at edu.moreno@ecisd.us. The questions and responses will be posted under the District Information directory titled Erate Questions and Answers on the ECISD Website. All written questions must be received no later than 5 p.m. CST on Thursday, February 11, 2021 Telephone inquiries will not be accepted.* Final Proposal must be submitted to Claudina E. Longoria, Senior Buyer.
2. If a proposer discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this RFP, the proposer shall immediately notify the Senior Buyer in writing. If a proposer fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, the proposer shall submit a response at its own risk and under such conditions. If the proposer is awarded a contract, then such proposer will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
3. The Senior Buyer's official responses to all general questions (i.e. questions other than those that relate to confidential subject matter, or to a matter specific to a requester) received will be posted on the Edinburg CISD Purchasing Department Website Vendor Bid/RFP/Proposal Calendar. It shall be the Vendor's responsibility to check daily, for any updates.

CONTACT INFORMATION

<p>Eduardo J. Moreno, Ph.D. Assistant Superintendent for Technology Edinburg Consolidated Independent School District 411 N. 8th St. Edinburg, TX 78541 Phone: (956) 289-2325 Fax: (956) 316-7481 Email: edu.moreno@ecisd.us</p>	<p>Joe Huerta System Engineer Edinburg Consolidated Independent School District 411 N. 8th St. Edinburg, TX 78541 Phone: (956) 289-2325 Fax: (956) 316-7481 Email: jj.huerta@ecisd.us</p>
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(Label **ONE - ORIGINAL** and **THE OTHER ONE - COPY**)
The Office of the Purchasing Coordinator
Edinburg Consolidated Independent School District
411 North 8th Ave, 2nd Floor
P. O. Drawer 990
Edinburg, TX 78541
Phone: (956) 289-2311

CAMPUS SUMMARY

[illegible]

COMPLIANCE WITH LAWS & REGULATIONS

Federal, State and Local Laws, Rules and Regulations

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

Safety Laws

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

Patents and Royalties

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

Indemnification

1. The vendor shall indemnify and hold harmless the District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence of any negligence excluding negligence of the District, its agents or employees in connection with the same; or by use of any improper materials; or by, or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees.
2. The vendor further agrees to indemnify and hold harmless the District, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the vendor, its agents, associates, or employees.
3. The indemnification provided above shall obligate the vendor to defend at its own expense or to provide for such defense, at the District's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the District which may result from the operations and activities under this Contract whether the installation operations be performed by the Vendor, subcontractor, or by anyone directly or indirectly employed or hired by either. The award of this Contract to the vendor shall obligate the vendor to comply with the foregoing indemnity provision; however, the collateral obligation on insuring this indemnity must be complied with as set forth.

Liability and Insurance

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

Insurance Coverage

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

General Liability

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

Auto Liability

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

Workman's Compensation & Employer's Liability

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

Proof of Insurance

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

Claims

1. In any and all claims against the District or any of their agents or employees by any employee of the vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit act.

VENDOR QUALIFICATIONS

Experience

1. The selected Vendor shall be fully capable and experienced in the scope of work specified in the respective projects, in order to meet industry standards.
2. To ensure the system has continued support, the District will contract with vendors having a successful history of sales, installation, service and support.
3. During the evaluation process, the District may, with full cooperation of the Vendors, visit the vendor's places of business, observe operations, inspect records, and request financial information.

References

1. Vendors must provide a minimum of **three** Texas school district references where services are currently being used. These references must be for similar projects, in scope and design, as described in this proposal.
2. The references must be for projects that were completed within the last **three** years.
3. References that are not positive in nature will be reviewed and scored accordingly.

RESPONSIBILITIES OF PARTIES

Edinburg CISD Responsibilities

1. Provide a District Project Manager who shall act as a point of contact for all activities regarding this project. The District Project Manager will be responsible for all decisions required of the District and shall coordinate with all campuses and departments during installation of activities.

Vendor Responsibilities

1. Provide professional installation and implementation of awarded projects, which meet industry standards.
2. Provide district with all associated project(s) documentation.
3. Provide services that do not interrupt normal school activities.
4. The successful Vendor(s) will complete all project(s) no later than **June 30, 2022**, unless authorized by the District in writing.
5. Vendor will be responsible for any and all maintenance of equipment, software and services, and will provide a 1-800 support hotline to call for questions and problems concerning the provided services.
6. Vendor will provide the necessary training to designated technology/campus staff.
7. ***Selected vendor will provide letter and/or documentation indicating that vendor Erate sales, project managers, and business staff members have participated in Erate training.***

ECISD E-Rate Compliance Contract Provisions:

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

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

EVALUATION PROCESS

Evaluation of Responses

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

These factors may be utilized in weighing the RFP responses as follows:

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

SEE APPENDICES (ATTACHED TO BOTTOM OF RFP)

PROPOSAL SPECIFICATIONS REQUIREMENT FORM

TO BE FILLED IN BY PROPOSER AND PRESENTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes _____

No _____

If the answer is no, Proposers must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply. It should be understood that if no exception is taken, the Vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products and/or services proposed in this proposal may be deemed sufficient ground for rejection of a vendor's offer.

Comments:

Date: _____

Company Name: _____

BID SHEETS – ITEMIZED LIST REQUIRED

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

TOTAL PROPOSAL AMOUNT

\$ _____

Please state other extended warranties you provide.

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

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

SIGNATURE

DATE

PRINTED NAME AND POSITION

ADDRESS

CITY, STATE, ZIP

PHONE #

FAX #

QUESTIONNAIRE

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

YesNo
2. Has your company been designated as a Qualified Information Systems Vendor (QISV) by the General Services Commission (GSC) of the State of Texas?

YesNo
3. Please state the number of years that your company has been in business.
Number of years in business: _____
4. Please state your company's annual dollar volume in sales.
Annual dollar volume in sales: _____
5. How many people does your company employ?
Total number of employees: _____
6. Does your company offer on-site hardware, software, and services in Edinburg?

YesNo
7. If you offer on-site services in Edinburg, what is the name of the company that will perform the service?
Support Company: _____
8. If you offer on-site services in Edinburg, how many technicians does the company that will provide the service employ in the South Texas Area (south of San Antonio)?
Number of Local Technicians: _____
9. What response time can your company assure the District for on-site service from the time the initial service call is placed? Please state time in number of hours.
Guaranteed Turnaround Time: _____
10. Approximately how many school districts has your company done business with in the last 12 months?
Number of School District: _____
11. Approximately what dollar volume in sales did your company do with school districts in the last 12 months?
Annual Dollar Volume with School Districts: _____

12. Who would the project manager for these projects be? (attach resume)

Name: _____

Title: _____ Phone: _____

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

PROPOSAL CHECKLIST

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

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

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

APPENDIX A - INTERNET SERVICE PROVIDER SPECIFICATIONS

Specification of Services Requested

Edinburg Consolidated Independent School District is requesting a proposal for multiple Internet Service Providers (ISP). Each will provide a dedicated connection to the Internet and will terminate via fiber optic point-to-point connection at 411 N. 8th, Edinburg TX, 78541. Internet traffic from selected ISPs will be designated based on the most efficient site grouping architecture. Each vendor will provide pricing for 10GB, 15GB, and 20GB of bandwidth services.

VENDORS WILL NOT SHARE CONDUIT PATHWAYS

The service provider end of the fiber optic connection provisioning circuit must be logically terminated on an interface of a router with connectivity to two National Scope Internet exchange Points (IXP). Internet services should be a full-dedicated 10GB, 15GB, or 20GB capacity to IXP provider(s). Data traversing this circuit via the TCP/IP protocol must have a minimum transit time of less than 5 milliseconds one way, or 10 milliseconds round trip. Data traversing through this circuit to one of the IXPs via the TCP/IP protocol must have a transit time of less than 10 milliseconds one way, or 20 milliseconds round trip.

Minimum Level of Support

The proposing ISP must provide the following support characteristics to the Edinburg CISD for all services provisioned in the “Specification of Services Requested” section above:

- The proposing ISP must deliver an electronic mail report of bandwidth utilization and/or provide access to a reporting portal. Reports must show statistics for daily, weekly, and monthly frequencies.
- The proposing ISP must have technical support available in case of network trouble 24 hours per day, every day.
- The proposing ISP must provide at least 72 hours advance notice of any configuration or maintenance performed that might affect services provisioned to the Edinburg CISD.
- The proposing ISP must perform any configuration or maintenance that might affect services provisioned to the Edinburg CISD between the hours of 12:00 AM Central Time (CST) and 6:00 A.M. Central Time.
- If configuration or maintenance that might affect services provisioned to the Edinburg CISD is necessary, and cannot be performed within the service window specified above, it must be documented via email communication and efforts to make phone contact must be exhausted.
- Documentation in support of the claim that the work could not be postponed until the next service window, must be submitted to the Edinburg CISD within thirty (30) days of the work date.
- Any interruption of service that does not occur during a service window, or is not caused by configuration or maintenance that was scheduled with the Edinburg CISD 72 hours in advance will be considered a service outage by the Edinburg CISD.

- The proposing ISP must monitor all services provisioned to the Edinburg CISD. This monitoring service must provide positive notification to the Edinburg CISD in case of any service outage.
- Notification should be made via telephone, to a pre-defined contact person, within five (5) minutes of any detectable outage.
- A service outage begins when the service first fails. A service outage ends when all provisioned services are fully operational for at least five (5) contiguous minutes.
- Any service outage lasting more than 4 hours shall result in a service credit to the Edinburg CISD.
- The proposing ISP must provide a single point of contact for all service and support issues that the Edinburg CISD has. This person shall be referred to within the scope of this document as the “Customer Service Contact”.
- In addition to proposed pricing, the proposing ISP must provide a copy of the Service Level Agreement (SLA) that corresponds to the services that are being proposed to the Edinburg CISD, in response to this CSP.

All Internet Services must be provided via a Fiber Optic connection.

All proposals being requested are for an annual amount.

Do not omit any costs. Include all costs for one year of service in your proposal, including installation, maintenance and transport fees if applicable. Vendors may provide a more detailed breakdown of their proposal amounts on a separate page.

Item	Term	Monthly Cost	Annual Cost
10 GB Internet Access	12 Months		
Installation and activation	One-Time		
Transport Provider Fee	12 Months		
15 GB Internet Access	12 Months		
Installation and activation	One-Time		
Transport Provider Fee	12 Months		
20 GB Internet Access	12 Months		
Installation and activation	One-Time		
Transport Provider Fee	12 Months		

*The Edinburg CISD will adhere to all Erate Program Rules for evaluation and RFP awarding purposes of designated ISP services.