



26-01

DIESEL & UNLEADED FUEL

Issue Date: 9/3/2025

Questions Deadline: 9/17/2025 05:00 PM (CT)

Response Deadline: 9/24/2025 03:00 PM (CT)

Contact Information

Contact: ClauDina E. Longoria, Senior Buyer

Address: ECISD Purchasing Department

411 N. 8th Avenue

Edinburg, TX 78539

Email: d.longoria@ecisd.us

Event Information

Number: 26-01
Title: DIESEL & UNLEADED FUEL
Type: Competitive Sealed Proposal
Issue Date: 9/3/2025
Question Deadline: 9/17/2025 05:00 PM (CT)
Response Deadline: 9/24/2025 03:00 PM (CT)
Notes:

GENERAL TERMS & CONDITIONS

GENERAL INFORMATION:

- **INTENTION:** It is the intention of the Board of Trustees of the Edinburg Consolidated Independent School District to receive proposals from interested vendors to provide **DIESEL & UNLEADED FUEL**.
- **CONTRACT SERVICE PERIOD:** This is a term contract beginning October 1, 2025 or soon thereafter and ending September 30, 2026.
- **RENEWAL CLAUSE:** This contract may be renewed for an additional two (2) year TERM CONTRACT PERIOD, renewed annually, if the vendor and the Edinburg CISD agree and no increases in cost are incurred except for the growth of the district.

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.

PAYMENT INFORMATION: Payments will be made on the District's regular payment schedule.

TERMS: Net 30 unless otherwise noted as an exception.

DELIVERY INFORMATION: The successful bidders will be given a 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.

ADDENDUMS: Vendor's submitting through the online bidding system will be notified through email automatically of any and all addendums for this proposal. It will be the vendor's responsibility to check the Purchasing Website for any addendums or additional information if submitting proposals manually. ECISD website is www.ecisd.us. Click on Departments, then Purchasing. Once at the Purchasing site, click on Vendor CSP/RFP/RFQ Calendar in the blue box located on right side. The current month calendar will be the first calendar you see. To access the proposals available, click on any of the titles and you get another screen that will have the downloadable PDF. 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.

ECISD highly recommends responses be submitted electronically through this electronic bidding system as it helps expedite the bidding process and helps to alleviate errors. Manual responses will still be accepted as long as they are received by the close date and time listed on this bid event. **NO EMAILED OR FAXED RESPONSES WILL BE ACCEPTED FOR MANUAL SUBMITTALS.**

BOARD MEMBERS:

David Torres - President, Carmen Gonzalez - Vice-President, Letty Flores - Secretary, Luis Alamia - Member, Xavier Salinas - Member, Leticia "Letty" Garcia - Member, Dominga "Minga" Vela - Member, Dr. Mario H. Salinas- Superintendent of Schools

Bid Attachments

1295 AND INSTRUCTIONS.pdf

Form 1295

[View Online](#)

CIQ Form.pdf

Conflict of Interest (CIQ)

[View Online](#)

W9 & Direct Deposit Form.pdf

W9 & Direct Deposit Form

[View Online](#)

Requested Attachments

Substitute W-9 & Direct Deposit Authorization Form

(Attachment required)

Certificate of Interested Parties (1295)

(Attachment required)

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. Upload form along with the solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified. This form does not need to be notarized, however, the bottom portion MUST be filled out and signed/dated.

Conflict of Interest (CIQ)

(Attachment required)

If this does not apply, put N/A and SIGN/DATE. Form must be signed and dated to be considered valid.

Bid Attributes

1	STANDARD TERMS AND CONDITONS PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL. The following terms and conditions are requirements that are binding upon the vendor awarded the proposal and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.
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2 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:

1. Seller's name and address;
2. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
3. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
4. Seller shall bear cost of packaging unless otherwise provided.
5. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
6. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

☐ I have read and agree.

(Required: Check if applicable)

3 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.

☐ I have read and agree.

(Required: Check if applicable)

4 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.

☐ I have read and agree.

(Required: Check if applicable)

5 Delivery Terms and Transportation Charges:

F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal.

☐ I have read and agree.

(Required: Check if applicable)

6 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.

☐ I have read and agree.

(Required: Check if applicable)

7 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."

☐ I have read and agree.

(Required: Check if applicable)

8 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

☐ I have read and agree.

(Required: Check if applicable)

9 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.

☐ I have read and agree.

(Required: Check if applicable)

10 Taxes:

Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.

☐ I have read and agree.

(Required: Check if applicable)

11 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.

☐ I have read and agree.

(Required: Check if applicable)

12 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.

☐ I have read and agree.

(Required: Check if applicable)

13 Warranty Price:

The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

☐ I have read and agree.

(Required: Check if applicable)

1
4**Warranty Products:**

Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.

☐ I have read and agree.

(Required: Check if applicable)

1
5**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.

☐ I have read and agree.

(Required: Check if applicable)

1
6**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.

☐ I have read and agree.

(Required: Check if applicable)

1
7**Right of Inspection:**

Buyer shall have the right to inspect the goods at delivery before accepting them.

☐ I have read and agree.

(Required: Check if applicable)

1
8**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.

☐ I have read and agree.

(Required: Check if applicable)

1
9**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.

☐ I have read and agree.

(Required: Check if applicable)

2
0**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.

☐ I have read and agree.*(Required: Check if applicable)*2
1**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.

☐ I have read and agree.*(Required: Check if applicable)*2
2**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.

☐ I have read and agree.*(Required: Check if applicable)*2
3**Modifications:**

This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.

☐ I have read and agree.*(Required: Check if applicable)*2
4**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.

☐ I have read and agree.*(Required: Check if applicable)*

2
5

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.

☐ I have read and agree.

(Required: Check if applicable)

2
6

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.

☐ I have read and agree.

(Required: Check if applicable)

2
7

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.

☐ I have read and agree.

(Required: Check if applicable)

2
8

Venue:

Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

☐ I have read and agree.

(Required: Check if applicable)

2
9

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.

☐ I have read and agree.

(Required: Check if applicable)

3
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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:

1. Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
2. Deduct such charges from existing invoice totals due at the time, or
3. Cancel the contract within thirty (30) days written notification of intent

☐ I have read and agree.

(Required: Check if applicable)

3
1

Right to Investigate:

1. Capacity
2. Financial Information
3. Business Records (Federally Funded Contracts)

☐ I have read and agree.
(Required: Check if applicable)

3
2

Bidder Qualification:

Bidders not on the District's proposal list, may be required to prove their qualifications concerning the following criteria:

1. Financial capabilities
2. Bonding status
3. Contractual history (references)
4. Ability to fulfill and abide by the terms and specifications
5. Quality and stability of product and sources

☐ I have read and agree.
(Required: Check if applicable)

3
3

District Proposal Forms:

Proposal not submitted on District's proposal forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.

☐ I have read and agree.
(Required: Check if applicable)

3
4

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.

Please indicate below if you are not a delinquent taxpayer to the Edinburg CISD, or if you are a delinquent taxpayer to Edinburg ISD (your proposal may be disqualified if your debt is not cleared prior to award.)

☐ I am not a delinquent taxpayer to Edinburg CISD ☐ I am a delinquent taxpayer to Edinburg CISD
(Required: Check only one)

3
5

Addendums:

It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums if submitting proposal manually. It is also at the Districts discretion to fax or email addendums as deemed necessary.

☐ I have read and agree.
(Required: Check if applicable)

3
6

"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.

☐ I have read and agree.
(Required: Check if applicable)

3
7

Deviation(s)

- Any deviation(s) to the specification(s) shall be listed within the "Add Notes" of the line item(s) to the proposal response.
- It is the bidder's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product proposal with the required listed minimum specifications and identify any deviations.
- Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- Bidders should note that a descriptive brochure of the model proposal may not be sufficient or acceptable as proper identification of deviations from the written specifications.

☐ I have read and agree.

(Required: Check if applicable)

3
8

Right to award:

The District reserves the right to award the proposal in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.

☐ I have read and agree.

(Required: Check if applicable)

3
9

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.

☐ I have read and agree.

(Required: Check if applicable)

4
0

Renewal Option for Term Contracts:

There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all proposal prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.

☐ I have read and agree.

(Required: Check if applicable)

4
1

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.

☐ I have read and agree.

(Required: Check if applicable)

4
2

Evaluation Factors:

The proposal award shall be based on the following evaluation factors:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the total long-term cost to the district to acquire the vendor's goods or services

☐ I have read and agree.

(Required: Check if applicable)

4
3

Non-Collusive Bidding Certification:

By submission of this proposal or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals, or proposals for this project, to any other bidder, competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
4. The person signing this proposal or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

☐ I have read and agree.

(Required: Check if applicable)

4
4

EEOC Non-Discrimination Statement:

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

☐ I have read and agree.

(Required: Check if applicable)

4
5

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 has one of the following:

- ☐ Has its principal place of business in the State
- ☐ Employs at least 500 persons in the State of Texas
- ☐ Principal Place of business is not in Texas

(Required: Check all that apply)

4
6

Declaration of Business Location Pt. 2

As stated above, if the parent company is not in the State of Texas or does not employ 500 persons in the State of Texas, provide the city and state of the Principal Place of Business in the space below.

Type N/A if this does not apply

(Required: Maximum 1000 characters allowed)

4
7**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.

☐ I have read and agree.

(Required: Check if applicable)

4
8**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.

☐ I have read and agree.

(Required: Check if applicable)

4
9**Owner(s) Name of Business:**

By signing below, Contractor certified the owner(s) name of the business submitting proposal is/are: (Please print name(s) below. If not applicable, please indicate N/A.

(Required: Maximum 4000 characters allowed)

5
0**Texas Historically Underutilized Business (HUB) Certification**

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. Please specify below your HUB type and certification expiration date. If you are not HUB certified, please type N/A.

(Required: Maximum 4000 characters allowed)

5
1**Contract Provisions for contracts under Federal Awards:**

By submission of this bid, Contractor agrees to comply with the following provisions.

- 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.

Pursuant to Federal Rule (A) above, when ECISD expends federal funds, ECISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

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

- **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when ECISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when ECISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when ECISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by ECISD resulting from this procurement process.

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

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

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

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

- **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

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

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- 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.
- **§200.216** Prohibition on certain telecommunications and video surveillance services or equipment.
 - Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - Procure or obtain;
 - Extend or renew a contract to procure or obtain; or
 - Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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

- **§200.322** Domestic preferences for procurements.

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

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

☐ I have read and agree.
(Required: Check if applicable)

5.2 Record Retention Requirements for Contracts Involving Federal Funds:

When federal funds are expended by ECISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

☐ Yes, I agree
(Required: Check if applicable)

5.3 Certification of Equal Employment Statement

It is the policy of ECISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

☐ Yes, I agree
(Required: Check if applicable)

5.4 Certification of Compliance with Buy America Provisions:

ECISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

☐ Yes, I agree
(Required: Check if applicable)

5 Certification of Access to Records – 2 C.F.R. §200.337:

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

☐ Yes, I agree

(Required: Check if applicable)

5 Certification of Employment Verification FAR 22.18, 74 FR 2731, 48 CFR 52.222-54:

As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

☐ Yes, I agree

(Required: Check if applicable)

5 Certification of Health and Safety Certifications, Licensing, and Regulations:

As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.

☐ Yes, I agree

(Required: Check if applicable)

5 Certification of Compliance with S/M/WBE/Labor Surplus, 2 CFR 200.321:

As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises, whenever to the maximum extent possible

☐ Yes, I agree

(Required: Check if applicable)

5 Certification of Compliance with Texas Family Code:

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

☐ Yes, I agree

(Required: Check if applicable)

6
0**Certification of House Bill 89, Section 2270.001 Texas Government Code:**

Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

☐ Yes, I agree*(Required: Check if applicable)*6
1**Certification of Senate Bill 252, Section 2252 Texas Government Code:**

Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract

☐ Yes, I agree*(Required: Check if applicable)*6
2**Certification of Bill 13, Sections 809 AND 2274 Texas Government Code:**

Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

☐ Yes, I agree*(Required: Check if applicable)*6
3**Certification of Senate Bill 19, Section 2274 Texas Government Code:**

In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

☐ Yes, I agree*(Required: Check if applicable)*6
4**Certification of Senate Bill 2116, Sections 2274 and 113 Texas Government Code:**

PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District : (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that

☐ Yes, I agree*(Required: Check if applicable)*

6
5**Certification of applicability to subcontractors:**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

☐ Yes, I agree

(Required: Check if applicable)

6
6**Certification of TEC 22.0834**

22.0834 CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN EMPLOYEES; FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required.

The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

☐ Yes, I agree

(Required: Check if applicable)

6
7**Certification of Government Code 552.104(c)**

A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

☐ Yes, I agree

(Required: Check if applicable)

6
8**Certification of Government Code 2272.003(a):**

A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a)

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

☐ Yes, I agree

(Required: Check if applicable)

6
9**Certification of Government Code 403.1067(A) Lobbying Restriction – Tobacco Education Grant Funds:**

A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:

1. Lobbying expenses incurred by the district;
2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

☐ Yes, I agree

(Required: Check if applicable)

7
0**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

☐ Yes, I agree

(Required: Check if applicable)

7
1**Buy American Provision for Child Nutrition (if applicable):**

Edinburg CISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-336} added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs.

Edinburg CISD will purchase domestic food products per the Buy American Provision unless:

1. The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Edinburg CISD will maintain all documentation in regard to any food purchases that are deemed "non-domestic" to include cost comparisons if the product is available as a "domestic" product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the "country of origin."

☐ Yes, I agree

(Required: Check if applicable)

7
2

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, 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.

- ☐ N/A Publicly-Traded Company
- ☐ Owner/Operator HAS NOT been convicted of a felony
- ☐ Owner/Operator HAS been convicted of a felony

(Required: Check all that apply)

7
3

Felony Conviction Disclosure

If the owner/operator has ever been convicted of a felony, please enter the details of the conviction in the field below to include the name(s) of felon(s) and a general description of the conduct resulting of the felony. Please type N/A if not applicable.

(Required: Maximum 4000 characters allowed)

7
4

REFERENCES

The District is requiring five (5) references to include:

- District/Business Name
- Address
- Contact Person
- Phone Number
- Fax Number
- Email

7 5	Reference 1
	(Required: Maximum 4000 characters allowed)

7 6	Reference 2
	(Required: Maximum 4000 characters allowed)

7 7	Reference 3
	(Required: Maximum 4000 characters allowed)

7 8	Reference 4
	(Required: Maximum 4000 characters allowed)

7 9	Reference 5
	(Required: Maximum 4000 characters allowed)

8 0	SPECIAL TERMS & CONDITIONS
	THIS IS A REQUIREMENTS CONTRACT: Edinburg CISD reserves the right to decrease or increase the quantities as it deems to be in the best interest. There is no annual guaranteed volume. Actual expenditures will be determined by available funds.

PROPOSAL AWARD: ONLY vendor(s) which have received a **PRE-QUALIFIED** vendor status will be allowed to participate through this proposal. As a prerequisite to a **PRE-QUALIFIED** vendor status, the vendor must submit the completed **Pre-Qualified Vendor Section**.

The District will base its decision for the award on the day the order is placed by utilizing the Oil Price Information Service (OPIS) Report Rack Average and combined margin of profit provided by the vendor(s).

Vendor(s) will only be considered for the locations and type of fuel indicated on the **Pre-Qualified Vendor Section**.

This proposal will be awarded in the best interest of Edinburg CISD to the vendor(s) that supplies the best value to the District. The District reserves the right to accept or reject any or all proposals and to waive technicalities and informalities, and to be the sole judge of quality and equality. Awards will be based on what in our opinion is most advantageous to Edinburg CISD.

Edinburg Storage Tanks, Name of Fuel, & Capacities:

- Two (2) above ground storage tanks for Diesel (Brewster and Hargill - 1,000 gallons each) 2,000 gallons total
- One (1) above ground storage tank for Diesel - 12,000 gallons
- One (1) above ground storage tank for unleaded - 10,000 gallons

Diesel fuel must meet the applicable standards for sulfur and cetane index, and aromatic content under Environmental Protection Agency (EPA) regulation and shall be free from contamination. **Edinburg CISD will not accept fuel containing more than five percent (5%) Bio-Diesel as a substitute/additive for clear on-road diesel fuel. Edinburg CISD will not accept unleaded fuel containing more than ten percent (10%) ethanol additives.**

Vendor(s) fuel products must be supplied by one of the refiners listed in the Oil Price Information Service (OPIS) Report and Rack location(s) vendor indicated on the **Pre-Qualified Vendor Section**. The OPIS report is available from their website at www.opisnet.com.

Should any changes in quantities be made, the Contractor shall furnish the gasoline and diesel fuel as increased or decreased at the OPIS Rack Base Published Price on the day of delivery plus or minus the price submitted on these proposal documents. If the contract quantities are changed or if the contract expires or is cancelled, no allowance to the Contractor will be made for any change in anticipated profits, nor shall changes be considered as waiving or invalidating any condition or provision of the contract.

The averages, or reference prices, are listed on the row titled "AVG" at the bottom of the posted rack prices. For the purpose of this contract. The average prices listed in the OPIS report are the base reference price.

In the event the OPIS ceases publication or a viable listing of reference prices relating to the Rack Locations listed on the **Pre-Qualified Vendor Section** is no longer available through this publication, the parties to this contract will mutually establish a replacement price index, or award the proposal on a gross proposal per gallon amount including all charges and taxes, where applicable.

No oxygenated and/or alcohol base compound may be added to any products.

The District reserves the right to reject proposals with minimum order requirements.

Vendor must be able to deliver to two (2) sites including Brewster School which requires a smaller (Bobtail) transporter.

Vendor must follow all ECISD vendor work safe plan regulation.

PRICING

- The margin of profit offered through this proposal must remain firm for the term of the contract. Decreases in the margin of profit or positive changes in favor of the F.O.B. **POINT:** All pricing must be FOB Destination.
- **In consideration the margin of profit, vendor shall include all loading, unloading, and delivery**

fees.

- **SUBSTITUTIONS ON ORDER:** No substitution of products on the orders will be allowed without specific consent from the Director of Transportation. An approval for substitution on one order does not equate to automatic approval for substitution on subsequent orders.

DELIVERY REQUIREMENTS

- Product delivery(s) shall be made the same day product is ordered. Fuel price shall remain firm until delivery is made.
- Fuel must be measured by the gross gallon, with a metered delivery truck bearing a current Texas Department of Agricultural approval seal and shall make adjustments and allowance in gallons of gasoline to compensate for change in temperature of gasoline, i.e., if any.
- A delivery ticket showing the following information shall accompany each delivery.

Vendor: Name and Address

Contract/Delivery Order Number

Fuel Description

Gallons of Fuel

- Petroleum based products must meet the standards of the American Society for Testing and Materials Standards (ASTM) and the Society of Automotive Engineers (SAE)
- **MATERIAL SAFETY DATA SHEETS:** Vendor must provide one (1) copy of any applicable Occupational Safety and Health Administration (OASHA) Manufacturer's Material Safety Data Sheet(s) (MSDS) for each type product delivered during the term of the contract. If OSHA. Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.
- The District will not accept partial shipments.

TESTING AND INSPECTION

- All products will be subject to test by Edinburg CISD and/or its authorized personnel before, during and after unloading.
- All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in sole or in part may, at Edinburg CISD option, be removed from within three (3) working days upon notification from Edinburg CISD.
- The successful vendor(s) shall be fully responsible for any and all costs including all clean up, incurred by Edinburg CISD for any equipment sustaining damage attributable to a non-specification product(s) delivered by the vendor.

SPILLAGE AND CLEANUP

- The successful vendor(s) will be responsible for any and all fuel/chemical spills that occur during the delivery process, including containment and clean-up/recovery, meeting or exceeding TCEQ and EPA requirements and/or standards.
- Clean up shall be performed in accordance with EPA and State of Texas (TCEQ) guidelines and requirements.
- Edinburg CISD reserves the right to deny delivery vehicle(s) leaking fuel or other hazardous materials.
- Delivery trucks shall at all times comply with current State of Texas and federal regulations performing to fuel vapor control.

EVALUATION CRITERIA

40 Points – The purchase price – Profit of Margin

20 Points – The reputation of the vendor and of the vendor's goods or service

10 Points – The quality of the vendor's goods or service 10 Points – The extent to which the goods or service meet the District's needs

5 Points – The vendor's past relationship with the District

5 Points – The total long-term cost to the District to acquire the vendor's goods or services
 5 Points – For a contract for goods and services, other than goods and services related to telecommunications and information services,
 building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent
 company or majority owner (A) Has its principal place of business in this state, or (B) employs at least 500 persons on this
 5 Points – Other relevant factors specifically listed in this CSP
100 POINTS TOTAL

INSURANCES REQUIRED

WORKER'S COMPENSATION & EMPLOYERS LIABILITY: (Each accident – Statutory limits)

GENERAL LIABILITY: Minimum coverage as follows:

General Aggregate	\$2,000,000.00
Products-Comp/OP Aggregate	\$2,000,000.00
Personal & Adv Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

AUTOMOTIVE INSURANCE: Combined single limit of \$1,000,000.00

EXCESS UMBRELLA LIABILITY: \$10,000,000.00

FEDERAL AND STATE TAXES: Please do not include any federal or state tax in projecting your proposal on the products in as much as school districts are exempt from paying taxes.

FUEL TESTING: If deemed necessary by the District, the vendor will provide for testing of fuel to verify quality at vendor's expense.

LIABILITY: The vendor shall be held responsible for any spillage which may occur during transit and unloading operations. The vendor shall immediately report all spillage to the office that ordered the fuel and clean up the spillage. Failure to do so shall initiate corrective action and back charge to the vendor of any incurred costs.

You must provide a list of ALL fees, delivery fees, etc. that your company will add to the invoice, if you are awarded this proposal and explain in detail what each cost is for.

Bid Lines

1 PRE-QUALIFIED VENDOR QUESTIONNAIRE

Quantity: 1

Item Notes: **Vendor must answer each question. Failure to do so may invalidate your submittal and be considered non-responsive.**

Quotes will be solicited from Pre-Qualified Vendor(s) daily.

Item Attributes

1. Vendor will only be considered for the OPIS Rack location(s) and type indicated below. Please check all locations that apply.

- ☐ Brownsville, TX
- ☐ Edinburg, TX
- ☐ Harlingen, TX
- ☐ Corpus Christi, Texas
- ☐ Other

(Optional: Check all that apply)

2. If Other, please list the location(s):

(Optional: Maximum 1000 characters allowed)

3. List time fuel product must be ordered to receive the best value with sme day delivery.

(Optional: Maximum 1000 characters allowed)

4. Other mandated Texas Petroleum Delivery Fees

Please list additional mandated Texas Petroleum Delivery fees, leaking underground storage tank fees, oil spill liability trust fund fees, ground water protection fees, or other Federal or State fees.

(Optional: Maximum 4000 characters allowed)

2 Edinburg CISD will not accept fuel containing more than five percent (5%) Bio-Diesel as a substitute/additive for clear on-road diesel fuel. Edinburg CISD will not accept unleaded fuel containing more than ten percent (10%) ethanol additives.

Quantity: 1

Item Attributes

1. Do you have access to a bobtail delivery truck for Brewster School Site?

☐ YES

☐ NO

(Optional: Check all that apply)

3 MARGIN OF PROFIT FOR REGULAR GRADE UNLEADED GASOLINE

(Response required)

Quantity: 80000 UOM: Gallons Price: \$ Total: \$

Item Notes: Minimum 87% Octane/FG X API Regional Specifications: Must comply with the requirements of the American Society for Testing and Materials Standards (ASTM) and Society of Automotive Engineers (SAE)

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

4 MARGIN OF PROFIT FOR DIESEL FUEL*(Response required)*Quantity: 300000 UOM: Gallons Price: \$ Total: \$

Item Notes: No 2 Grade, Clear, Low Sulfur; Minimum 40 Cetane/FG X API Regional Specifications; No oxygenated and/or alcohol base compound may be added; Must contain additives during winter months. Must comply with the requirements of the American Society for Testing and Materials Standards (ASTH) and Society of Automotive Engineers (SAE)

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

5 MARGIN OF PROFIT FOR DIESEL FUEL*(Response required)*Quantity: 300000 UOM: Gallons Price: \$ Total: \$

Item Notes: No 2 Grade, Clear, Low Sulfur; Maximum Sulfur 15 parts per million (ppm), Maximum Aromatic hydrocarbons 10%, Minimum 48 Cetane/FG X API Regional Specifications; No oxygenated and/or alcohol base compound may be added. Must contain additives during winter months; Must comply with the requirements of the American Society for Testing and Materials Standards (ASTM) and Society of Automotive Engineers (SAE)

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature