



21-22-007 Addendum 1

Graphic Design, Wrapping and Printing, Services and Supplies Catalog Bid

Issue Date: 6/14/2021

Questions Deadline: 6/17/2021 12:00 PM (CT)

Response Deadline: 7/1/2021 03:00 PM (CT)

Contact Information

Contact: Emily Garza

Address: Purchasing

249

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Event Information

Number: # 21-22-007 Addendum 1
Title: Graphic Design, Wrapping and Printing, Services and Supplies Catalog Bid
Type: Catalog Bid
Issue Date: 6/14/2021
Question Deadline: 6/17/2021 12:00 PM (CT)
Response Deadline: 7/1/2021 03:00 PM (CT)
Notes: The Pharr – San Juan – Alamo Independent School District is soliciting bids for the **Graphic Design, Wrapping and Printing, Services and Supplies Catalog Bid # 21-22-007.**

The bid is available online at the Pharr – San Juan – Alamo Independent School District website (www.psjaisd.us) Please place your cursor over the "About Us" tab and select "Departments", from the Purchasing Department field select "View Website". Select "PSJA Electronic Bid System" from the menu list on the left to access the District's Purchasing Website to view available bids and proposals.

Bids can be electronically submitted through the Purchasing Department electronic bid system **by Thursday, July 1, 2021 @ 3:00 p.m.**, at which time bids will be unsealed electronically.

In case of emailed bid or any correspondence concerning the bid, the district will not be held responsible for missent, lost or late emails. Any bid not submitted by the deadline for submitting the bid, will be considered not timely filed and therefor, will be disqualified.

****PLEASE MAKE SURE THAT YOU VISIT THE DISTRICT'S PURCHASING DEPARTMENT WEBSITE (www.psjaisd.us) IN ORDER TO DOWNLOAD ANY AND ALL ADDENDUMS PERTAINING TO THIS BID/PROPOSAL****

NO FAXED BID WILL BE ACCEPTED. LATE OR INCOMPLETE BIDS WILL BE CONSIDERED NON-RESPONSIVE / NON-CONFORMING.

Bids may be withdrawn prior to the opening date and time, but only in accordance with Attribute 4 of the bids Attribute Section entitled "Withdrawing (Retracting) Responses or Modification of Bid".

No Federal or State Tax is to be included in the bid price.

All prices bid must be F. O. B. Pharr, Texas.

SCOPE AND INTENT:

1. This is an "open catalog" bid for purchases as funds become available; however, there is no commitment to purchase any given number of products or dollars.
2. It is anticipated that the term of the contract shall be for twelve (12) months beginning **September 1, 2021 through August 31, 2022**. All prices bid shall be guaranteed not to increase during the term of contract. If however, there is a general price decrease during the term of contract; such decreases must be extended to the Pharr-San Juan-Alamo Independent School District.
3. For the 2021-2022 School Year, the Pharr-San Juan-Alamo I.S.D. will be awarding this catalog bid on a "primary" and "secondary" award status. The awarded vendor(s) will be selected on the "best value" merit for our school district.
4. Payment will be net thirty (30) days after acceptance of delivery.
5. All prices bid shall include shipping / handling fees.

6. **NO GUARANTEED ANNUAL VOLUME:** Pharr-San Juan-Alamo Independent School district schools will place orders from the approved vendors(s), according to the shelf price / catalog price less the applicable discount allowed or cost plus percentage on an "**AS NEEDED BASIS**".

Zero percent (0%) discount from firms will be considered if submitted. Failure to bid will disqualify a vendor from providing products, or services for the term of the contract.

This bid will be received in electronic form for the Pharr-San Juan-Alamo Independent School District for: **Graphic Design, Wrapping and Printing, Services and Supplies Catalog Bid # 21-22-007** in accordance with the attached specifications, terms and conditions.

Questions regarding this bid may be asked through the electronic bid system "Questions" tab before the question cutoff date. It is not the policy of Pharr-San Juan-Alamo Independent School District to purchase on the basis of low price alone, quality and suitability also are controlling factors.

Bidder will submit a catalog, if applicable, of all items offered.

Prices will be net of all discounts.

Prices will remain in effect for the term of the contract period of one (1) year beginning September 1, 2021 through August 31, 2022.

Bid Attachments

W-9 2018.pdf

W-9 2018

[View Online](#)

ADDENDUM 1 - Graphic Design 21-22-007.pdf

Addendum Acknowledgement Form

[View Online](#)

Requested Attachments

CIQ - Conflict of Interest Questionnaire

(Attachment required)

Link is available in the Attributes tab # 89.

Certificate of Interested Parties - Form 1295

(Attachment required)

Link is available in the Attributes tab # 92.

W9

(Attachment required)

Form is available in the Attachments tab.

Addendum Acknowledgement Form

(Attachment required)

Form is available in the Attachments tab.

Bid Attributes

1 General

The following sections of the General Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance. Unless otherwise specified, you may bid/propose on any or all items. Answer all questions related to each item on which you wish to bid/propose. For items you do not wish to bid/propose on, you may simply leave the questions for that item unanswered (blank), or you may enter "No Bid/Proposal". Items will be considered individually, and awards will be made on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit. Bidders/Proposers who do not wish to respond to this Bid/Proposal Invitation, but who would like to remain on our bidders/proposers list for this commodity category should select the "No Bid/Proposal" option and indicate the reason in the "Submission Reason" box provided in the electronic system. Failure to adhere to this procedure may result in removal of the bidders/proposers name from our bidders/proposers list.

Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area firms are especially invited to submit bids/proposals. The term "contract," as used in this document, means the comprehensive collection of:

- a. this General Terms and Conditions document, including any attachments and/or amendments thereto,
- b. the Item Specifications included in the Bid/Proposal Invitation and any subsequent addenda thereto,
- c. the bidders/proposers electronically signed Notice of Invitation to Bid/Propose, which must be completed, electronically signed by an authorized representative of the bidding/proposing entity, and returned with the bidders/proposers response, along with
- d. this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this Bid/Proposal Invitation,
- e. the bidders/proposers entire response to the Bid/Proposal Invitation,
- f. the bidders/proposers Notice of Award document,
- g. and any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the District.

Collectively, these documents represent the entire agreement between the parties.

2 Point of Contact

The District's sole point of contact for question regarding this solicitation is listed below. Unless otherwise indicated, any communication regarding this solicitation including requests for clarification, must be directed via the e-Bidding system or e-mail only to:

Emily Garza

Director of Purchasing

emily.garza@psjaisd.us

3 Bid/Proposal Preparation and Submission Procedures

Bids/Proposals will be available electronically through the District's web-based e-Bidding system (the "System"). To participate, interested firms must first register online to receive a login username and password. The District's System may be accessed by clicking on the following link: <https://psjaebid.ionwave.net/Login.aspx>.

All solicitation documents and any applicable addenda (collectively, the "Solicitation") will be made available through this System. Bidders/Proposers must attach all required documents in the "Response Attachments" tab. Bidders/Proposers should retain photocopies for their files. Failure to return any document or information requested as part of the bid/proposal response may result in the rejection of the entire bid/proposal. If you require further assistance with the online registration process, please contact the Purchasing Department at 956-354-2000.

Responses shall be submitted electronically via the District's System no later than the time and date indicated on the Solicitation ("Submission Deadline"). After such Submission Deadline, the System "locks" and does not allow the submission of any responses. **The District will not accept late submissions under ANY circumstances.** Respondents are encouraged to submit their electronic responses with plenty of time in advance of the deadline indicated to ensure a timely response. The District will not be responsible for lateness of receipt due to Internet delays or unavoidable circumstances. Vendors who do not wish to bid/propose on this particular bid/proposal, but who want to remain on our bid/proposal list for future opportunities in this product category should select the "No Bid/Proposal" option and indicate the reason in the "Submission Reason" box provided in the electronic system. Since responses are submitted electronically through the System, the public bid/proposal opening will be done accordingly.

Bidders/Proposers are welcome to attend the bid/proposal opening at the date and time indicated in the Notice of Invitation to Bid/Propose, but bidder/proposer presence is not required, and no weight or other consideration toward any award decision will be given to any bidders/proposers attendance or absence at the bid/proposal opening. Recaps of the details of the bids/proposals received will be available to any interested party upon WRITTEN request. The form and content of the bid/proposal recaps will be at the sole discretion of the District.

Any bid/proposal not submitted directly to the Purchasing Department by the deadline for submitting proposals, will be considered not timely filed and therefore, will be disqualified. No faxed or e-mailed proposals will be accepted.

Bidders/Proposers or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this Bid/Proposal Invitation before submitting bids/proposals. Failure to do so will be at the bidders/proposers own risk. The law makes no allowance for errors of omission or commission on the part of bidders/proposers; furthermore, the bidder/proposer cannot secure relief on the plea of error or ignorance concerning any requirement included in the Bid/Proposal Invitation.

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. These rules shall:

- Safeguard the integrity of the competitive procurement process;
- Ensure the identification, security, and confidentiality of electronic bids or proposals; and
- Ensure that the electronic bids or proposals remain effectively unopened until the proper time.

4 Withdrawing (Retracting) Responses or Modification of Bid

Responses may be withdrawn for any reason prior to the submission Deadline. To do so, vendors must click on the 'Retract' option available within the System. Respondents who retract a response may then perform any corrections and resubmit the response, if desired, prior to the Submission Deadline. After the Submission Deadline, no proposals may be withdrawn.

5 Electronic Sealed Bid Security

IonWave's Enterprise Sourcing was designed to maintain the security of the solicitation process, including protecting the integrity of sealed bid/proposal responses. Key security features in the system include:

- All sealed bid/proposal data is stored in encrypted fields while the solicitation is still available for supplier responses.
- Each buyer and supplier user account has its own password, with options available to the School District for dictating password requirements/complexity.
- All data transmitted between end users and the system is encrypted using industry standard SSL technology.
- Passwords are stored in an encrypted format using a one-way hash. This works to protect passwords from anyone with access to the database.
- User sessions are validated to help prevent hijacking and expire after inactivity.
- Key buyer and supplier activities are audited, such as response submission or solicitation unsealing.

Two primary levels of security exist to ensure bidders/proposers can only access their own bid/proposal data:

First, all sealed bid/proposal data is encrypted at the database level utilizing a security key uniquely generated for each bidding/proposing event. This protects the sealed data from everything but the bidding/proposing application itself, which is the only component that has the security logic and seeds required to generate the security key. This provides protection from system administrators and any potential risks of external hackers.

Second, the application includes security checks on every page that displays bid/proposal data to ensure that only the vendor who entered sealed bid/proposal data can view their own sealed bid/proposal data. All other users are denied access to sealed bid/proposal data by these security checks.

As a result of the above-mentioned security measures, sealed bid/proposal information is sealed in an electronic lockbox and unavailable to all system users until after a bid/proposal due date and time passes. Electronic Bid/Proposal Responses are time-stamped upon acceptance by the system. Time-stamps are reported in the Respondents report and in the Bid/ Proposal History logs. Authorized users, as established by system roles, may "Unseal" a bid/proposal at the appropriate time to begin bid/proposal evaluation and review.

General System Security

We utilize standard security mechanisms:

1. Enterprise Firewall protection
2. Secure separation of web cluster and databases.
3. Data reads are conducted utilizing stored procedures in order to prevent injection or SQL modification attacks.
4. Application user accounts are limited to execution of stored procedures.
5. Access to the system requires a correct username and password.
6. All data is secured at rest and in transit at the storage level.
7. Data backups are also encrypted and stored outside of the production environment.

Physical Security

IonWave has chosen to host our infrastructure in an extremely secure, redundant data center to ensure environmental conditions do not affect uptimes. This facility is protected by multiple levels of card key, biometric, and 24/7 guards to provide maximum security

6 Statement of Inclusion / Applicability

These General Terms and Conditions are applicable to all Bid/Proposal Invitations issued by the District, and by this inclusion, they become an integral part of any contract which is awarded, or purchase order which is issued in association with this Bid/Proposal Invitation.

7 Contract Time Period

The time period for purchases covered by any contract resulting from any award under this bid/proposal are to remain firm for one (1) year from the date of award or as stated in the Notice of Invitation to Bid/Propose. Unless otherwise indicated in these General Terms and Conditions, all bid/proposal pricing will be firm through the entire contract period. In the event this contract expires before another bid/proposal is awarded, upon the mutual written agreement of the parties, this contract may be extended on a month to month basis beyond the expiration of the contract time period. The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder/proposer agrees not to sell, assign, transfer, convey, or subcontract any portion of any contract resulting from this bid/proposal invitation without the prior written consent of the District.

8 Addendum

In the event that any changes to this Bid/Proposal Invitation occur, it shall be processed through an electronic addendum ("Addendum"), which will be posted and distributed to all participating respondents through the System. It shall be the sole responsibility of each respondent to ensure review of all Addenda issued in connection to this Solicitation prior to submitting a response. The Purchasing Department is the sole authority for the issuance of any addendum related to this bid/proposal. Any communications from any person or entity other than Purchasing regarding any matters related to this bid/proposal are invalid and will have no influence on this Bid/Proposal Invitation.

9 Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In most cases, bids/proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the District may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preference will be given to the specific products identified as "approved brands," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, it is preferable for the bidder/proposer to bid/propose on the exact item specified, in addition to an alternate brand or model where desired.

All bids/proposals must identify the manufacturer, brand, model, etc. of the article being offered. For bids/proposals on "or equal/equivalent" items other than any "approved brand" specified, the bidder/proposer must supply a complete description and sufficient data for the District to properly analyze the product being bid/proposed. Samples may be requested for items other than "approved brands."

If the bidder/proposer fails to identify the manufacturer, brand, model, etc. for any item being bid/proposed on, the District will assume the bidder/proposer is bidding/proposing on the exact brand and model identified in the specification, and if awarded, the vendor will be required to furnish the exact brand names, models, etc. as specified. Substitutions will not be allowed.

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

If you discover or suspect an error in the item specifications in this Bid/Proposal Invitation, please note it as part of your bid/proposal response. We will attempt to correct errors for future Bid/Proposal Invitations.

10 Substitutions

The District will not accept any substitutes after item(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the District, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the location placing the order will constitute a breach of contract by the vendor which may result in the initiation of actions covered in section #26 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the District.

Bid/Proposal Evaluation and Award

All bids/proposers received in response to this Bid/Proposal Invitation which are submitted in accordance with the instructions and restrictions contained within the section titled "Bid/ Proposal Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any bid/proposal will not constitute an assessment of it meeting the necessary qualifications, and any bid/proposal may be disqualified at any time during the process of evaluating bids/proposals for failure to meet any other terms or conditions contained anywhere else in the Bid/Proposal Invitation.

The District reserves the right to waive any or all bidding/proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid/proposal in its entirety, or may reject any part of any bid/proposal without affecting the remainder of that bid/proposal, and may award the individual items on this bid/proposal in any combination or in any way to best serve the interests of the District as it perceives those interests to be in its sole discretion.

It is not the policy of the District to purchase on the basis of low bid/proposal price alone. All bid/proposal items are subject to evaluation and approval. In evaluating the bids/proposals received and determining to which bidder(s)/proposer(s) (if any) to award a contract, the District may consider:

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

It is understood that the District, through its management may use all means at its collective disposal to evaluate the bids/proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the District, will rest solely with the Board of Trustees of the District.

Right to Additional Competition: PSJA ISD occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods If deemed in the best interest of the District.

Unless otherwise indicated in this bid/proposal invitation, "all or nothing" bids/proposals are not acceptable and will be rejected. The bidder/proposer must be willing to accept a partial award for any combination of the items and/or services of the bid/proposals and must be willing to share the business with any other successful bidders/proposers. The successful bidders/proposers will be notified by "Notice(s) of Award" issued by the District. The District reserves the right to require a performance bond as it is deemed necessary.

1
2 **Vendor Protest**

The District maintains protest procedures to handle and resolve disputes relating to procurements made with federal funds and, in all instances, discloses information regarding the protest to TEA or other awarding agency. 2 CFR § 200.318(k). The protestor must exhaust all administrative remedies with the District before pursuing a protest with a federal agency. The Superintendent, Chief Financial Officer, Administrator for Budget and Finance and/or the Director of Purchasing have the authority to handle and coordinate any disputes relating to procurements. Vendor Protest Procedures can be found on the Purchasing website.

1
3 **Quantities**

Quantities are the best estimate of anticipated needs available at the time of publication of this Bid/Proposal Invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, student participation, availability of government commodities or other subsidies, changing market forces, and unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

Unless otherwise specified by the bidder/proposer, the District will be allowed to purchase up to twenty-five percent (25%) more or up to twenty-five percent (25%) less than the estimated quantities for any item and still obtain the item at the bid/proposal price.

Vendors will be notified of significant changes in the estimated quantities as they become known throughout the contract period.

Successful bidders/proposers will be required to monitor consumption rates and bring any exceptions to the attention of the District management as soon as possible. Except for conditions discussed within the section titled "Force Majeure," vendors are required to maintain sufficient inventories to cover the needs of District with only minimal, occasional, and temporary inability to provide products on a timely basis. Vendors at the close of the contract period agree not to hold the District liable for any inaccuracies in estimated quantities or for any products on hand.

1
4 **Tie Bids/Proposals**

Consistent and continued tie bid/proposal submittals on any commodity could cause for rejection of all bids/proposals by PSJA ISD and/or investigation for antitrust violations.

1
5 **Vendor Authority**

All bids and proposals must be submitted by a responsible officer or employee. By submitting an Offer, your electronic responses create obligations that must be fulfilled.

1
6 **Electronic Signature**

Bidders/Proposers name entry in the designated "Electronic Signature" field constitutes an acceptable electronic signature. The person signing the bid/proposal must have authority to bind the bid/proposal of the represented company to a contract. An unsigned bid/proposal cannot be signed after the bid/proposal opening time even though the bidder/proposer or a representative is present at the bid/proposal opening.

1
7 **Packaging**

Unless otherwise provided for in this Bid/Proposal Invitation, all products supplied under any contract resulting from this Bid/Proposal Invitation must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under any contract resulting from this Bid/Proposal Invitation for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

**1
8 Pricing**

All "Line Item" Bids/Proposals must be for a specific price for the unit of measure specified for that item. The bidder/proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid/proposal response, and the bidder/proposer shall understand that if the item in question is awarded to the bidder/proposer, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid/proposal.

"Discount from Catalog" Bid/Proposal Invitations are percent off discount offered off list price for items in the bidders/proposers published catalog that must be supplied with the bid/proposal response.

"Cost Plus" bids/proposals will not be accepted unless otherwise requested in this Bid/Proposal Invitation. Bid/Proposal prices must be firm for acceptance for at least 90 days from bid/proposal opening date, unless otherwise specified in this Bid/Proposal Invitation or in the bidders/proposers response.

If during the term of the contract, a successful bidders/proposers net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this Bid/Proposal Invitation are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to all the District.

**1
9 Pricing Errors**

Bidders/Proposers and their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids/proposals. Failure to do so will be at the bidders/proposers own risk & bidders/proposers cannot secure relief on the plea of an error. Neither law nor regulation make allowance for errors of omission or commission on the part of the bidder/proposer. Bids/Proposals must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in the extension, the unit price shall govern.

**2
0 Sales Tax**

The District is a public jurisdiction that is exempt from sales, excise, and use taxes. Tax Exemption Certificates will be provided upon individual requests from the vendor. Unless otherwise specified in this Bid/Proposal Invitation, sales tax will not be included in any bid/proposal response or invoice submitted by any vendor unless the vendor has requested a Tax Exemption Certificate from the District in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this Bid/Proposal Invitation, the bidder/proposer agrees to accept tax exemption information in such form.

2
1 **Delivery and Transportation**

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the District, all deliveries shall be made between the hours of 8:00 A.M. through 11:30 A.M. and 1:30 P.M. through 3:30 P.M. (TUESDAY through Friday, holidays excepted).

Unless otherwise noted in this Bid/Proposal Invitation or in the Purchase Order, the bidder/proposer must deliver products awarded under this Bid/Proposal Invitation within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the primary contact person at the location placing the order, by telephone and/or fax, if any delays occur. The location placing the order will have the option to cancel the order if it is unable to accept the delay. At the discretion of the location placing the order, items received after the due date, for which the location has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the District.

Repeated failure to meet delivery dates will constitute a breach of contract by the vendor, and may result in the initiation of actions covered in section #26 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the District.

All freight, delivery, and handling charges are the responsibility of the bidder/proposer, and all bid/proposal prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required. This bid/proposal package includes a summary listing of the location of the District, their quantities (if this is a line-item bid/proposal), and the number of delivery locations at the time this Bid/Proposal Invitation was mailed.

Cartons must be marked as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this Bid/Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the District will have ONE CONTACT PERSON for overall contract management relative to any contract resulting from any award under this Bid/Proposal Invitation, and the District WILL NOT is required to deal with multiple vendor contacts for overall contract management.

When the needs of the District require immediate response, the right to pick up products awarded under this Bid/Proposal Invitation on an "over the counter" basis must be available for the majority of the items awarded to a bidder/proposer. Under such circumstances, the District's personnel may pick up products at the vendor's warehouse location at the bid/proposal price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specifications, title to all products shall pass to the District upon receipt and acceptance at the time of delivery.

2
2 **Quality**

Unless otherwise indicated in the Bid/Proposal Invitation, all items bid/proposed must be new and in first class condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the District will not accept "factory seconds" or otherwise inferior goods and reserves the right to return any such item(s) within thirty (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering location. MSDS Sheets must be delivered along with the first shipment to each individual location within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request from any participating location.

**2
3** **Product Inspection, Testing and Defective**

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the District. Tests may be performed on any samples submitted as part of the bidding or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the bid/proposal item specifications or the General Terms and Conditions of the Bid/Proposal Invitation, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement(s) or delivery. Defective products which are not picked up and replaced by the vendor as outlined above may be disposed of by the District without expense to the District. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the District could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the District could be jeopardized. All products in the District at the time of any such cancellation must be picked up and credit issued to the District.

Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The Administration and staff of the District shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

**2
4** **Samples**

If samples are needed for bid/proposal evaluation, they will be requested as part of the Bid/Proposal Invitation or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within five (5) business days/working days from the time of the request.

Samples must be furnished free of expense to the District. Samples must be labeled with the District's Bid/Proposal Name and Number, Item Number, Product Identification Number(s), and the name of the bidding/proposing entity. Do not include samples with the bid/proposal response unless otherwise instructed in the Bid/Proposal Invitation.

All samples will be retained by the District for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, samples will be returned to the bidder/proposer at the bidders/proposers expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above, samples from the successful bidder/proposer may be retained permanently by the District for the purpose of determining that the quality and workmanship of the delivered items are comparable to the samples. The District shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any bidder/proposer to submit samples when requested will result in the items in question not being considered for award to that bidder/proposer.

**2
5** **Warranties**

By submission of a bid/proposal, the bidder/proposer warrants that the bidder/proposer is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items being bid/proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this bid/proposal invitation will be free from all defects in material, workmanship, and title.

A minimum of ninety (90) days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this Bid/Proposal Invitation. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from the specified District's location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

2
6 **Deviations from Item Specification or General Terms and Conditions**

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the “approved brand and/or model” (where identified) must be clearly noted in detail by the bidder/proposer at the time of submission of the bid/proposal in the Attributes tab of the electronic bidding system. Deviations may also be listed on company letterhead and submitted with vendors response in the Response Attachments tab. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the bidders/proposers response will hold the bidder/proposer accountable to the District to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any “approved brands and/or models” identified. The bidder/proposer should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the bid/proposal response may place the bidder/proposer at a competitive disadvantage or otherwise prevent the District from considering the bid/proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in section #26 of this General Terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and may jeopardize future business from the District.

2
7 **Contracts and Purchase Orders**

A response to this Bid/Proposal Invitation is an offer to contract with the District based upon the Item Specifications and the General Terms and Conditions contained in the Bid/Proposal Invitation. Bids/Proposals do not become contracts unless and until they are both accepted by the District through an Award Notice to the Bidder/Proposer and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the District. Purchase orders will be mailed to the vendor. All deliveries and financial transactions will occur directly between the vendor and the District

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid/Proposal Invitation and any subsequent addenda thereto, (2) the bidders/proposers electronically signed Notice of Invitation to Bid/Propose and any other electronic data collection included with the Bid/Proposal Invitation, (3) the bidders/proposers entire response to the Bid/Proposal Invitation, (4) the bidders/proposers Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the laws of the State of Texas.

Invoices, Packing Lists and Payments

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the ordering location of the District.

The locations of the District will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

The District does attempt to remind its locations about the importance of following prompt payment policies when dealing with its vendors. Notwithstanding the above, the payment terms stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from the vendor, including the necessary information indicated above.

At the option of the District, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the District location invoices may be corrected upon receipt and payment may be made based upon their corrections.

Remedies for Non-Performance of Contract and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the District may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this contract is extended by mutual agreement of the parties on a month to month basis beyond the expiration of the contract time period as stated in the Notice of Invitation to Bid/Propose, this contract shall terminate upon the expiration of the contract term as stated in the Notice of Invitation to Bid/Propose.

If any delay or failure of performance is caused by a Force Majeure event as described in section #23 of this General Terms and Conditions document entitled "Force Majeure," the District may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the General Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- a. the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this Bid/Proposal Invitation,
- b. the vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid/Proposal Invitation relating to the awarded product(s)
- c. the vendor delivering any substitution(s) of product(s) different than those originally bid/proposed and awarded without the prior written approval of the District placing the order,
- d. the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e. the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in its best interest including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the District elects to purchase other products from other sources, the District will invoice the vendor for any increased costs to the District, and the vendor agrees, by submission of a bid/proposal response, to promptly pay any such charges invoiced.

In the event the District terminates this contract, in whole or in part, for any reason provided for within the contract, the District reserves the right to award the canceled contract, or any portion thereof, to the next lowest or best bidder/proposer as it deems such award to be in the best interest of its members.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future bids/proposals from the defaulting vendor. In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

30 Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither the District nor its location will be responsible for any costs incurred by the vendor because of the Force Majeure event unless the District has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the District has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the District shall have the option to terminate this contract in accordance with section #22 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the District's rights as provided elsewhere in this contract.

31 Non-Collusion Certification

By signing this bid/proposal, the bidder/proposer certifies that, to the best of his/her knowledge:

- a) neither the bidder/proposer nor any business entity represented by the bidder/proposer has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this Bid/Proposal Invitation,
- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder/proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder/proposer an unfair advantage over any other bidder/proposer with respect to this bid/proposer,
- c) the bidder/proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the District or any of its locations in connection with any information or submission related to this bid/proposal, any recommendation, decision, vote, or award related to this bid/proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid/proposal,
- d) neither the bidder/proposer, nor any business entity represented by the bidder/proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this bid/proposal, and this bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder/proposer, competitor, or potential competitor prior to the opening of bids or proposals for this project,
- e) no attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

3
2 **Assignment - Delegation**

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the District. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

3
3 **Certification Regarding Legal, Ethical and Other Matters**

By signing this bid/proposal, the bidder/proposer certifies that:

1. Bidder/Proposer is to refrain from contacting a member of the Board of Trustees from the date of bid/proposal advertisement until after contracts are awarded by the Board. Board Members are not to be contacted by agents or others on behalf of any bidder or subcontractor. District administration is charged with evaluating bids/proposal, contacting references, and gathering any other relevant information in order to provide a recommendation to the Board of Trustees. Any attempt to circumvent the district's evaluation process as put forth in the bid/proposal documents may result in disqualification of a bidder/proposer.
2. he/she understands that the district may by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the District 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 District with a view toward securing a contract or securing favorable treatment with determinations with respect to the performance of such contract. In the even this contract is canceled by the District pursuant to this provision, the District 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.
3. he/she has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit bids/proposals on behalf of bidder/proposer,
4. Bidder/Proposer has noted any and all relationships that might be conflicts of interest and included such information with his/her bid/proposal response,
5. the bid/proposal submitted conforms with all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this Bid/Proposal Invitation,
6. if this bid/proposal is accepted, in whole or in part, the bidding/proposing entity will furnish any item(s) awarded to them under this Bid/Proposal Invitation to the District at the price bid/proposal, and in accordance with the item specifications and the terms and conditions contained in this Bid/Proposal Invitation,
7. the bidding/proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid/proposal,
8. the bidding/proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid/proposal, it would in no other way whatsoever be disqualified to bid/proposal or receive any award or contract related to this bid/proposal, and the bidder/proposer will comply with any reasonable request from the District to supply any information sufficient to substantiate the bidding/proposing entity's ability to meet these minimum standards,
9. concerning paragraph "(h)" above, the bidding/proposing entity has identified and disclosed in this written bid/proposal response any and all known or suspected matters that would disqualify it from participating in this bid/proposal or receiving any award or contract related to this bid/proposal, recognizing that the bidders/proposers failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid/proposal response any such matters which do exist is a material breach of contract which will void the submitted bid/proposal or any resulting contracts, and subject the bidder/proposer to removal from all bid/proposal lists, and possible criminal prosecution,

10. the bidding/proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract,
11. the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid/proposal response are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
12. the bidding/proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold the District and its locations harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
13. the bid/proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the bidding/proposing entity will continue to comply with any applicable federal, state, and local laws related to the bidding/proposing entity's activities in connection with this contract,
14. the bidding/proposing entity will maintain, at the bidding/proposing entity's expense, any insurance necessary to protect the District and its locations from all claims for bodily injury, death, or property damage that might arise from the performance by the bidding/proposing entity or the bidding/proposing entity's employees or its agents of any service required of the bidding/proposing entity under this contract; however, the existence of such insurance will not relieve the bidding/proposing entity of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law,
15. neither the District nor any of its locations shall be liable to the bidder/proposer for any damages including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the District declares the bidder/proposer in default,
16. he/she understands that signing the bid/proposal with any false statement is a material breach of contract which will void the submitted bid/proposal or any resulting contracts and subject the bidder/proposer to removal from all bid/proposal lists, and possible criminal prosecution.

Unless otherwise provided for in this Bid/Proposal Invitation, any written notice or other communication required by this bid/proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner.

3
4 **Venue**

The parties agree any dispute or litigation that may arise in the execution and/or performance of this contract, venue for all proceedings, judicial or otherwise, shall be proper in a State District Court Hidalgo, County Texas.

3
5 **Indemnification**

The District will not indemnify and/or hold harmless, an entity from any and all damages that an entity may become liable for as a result of the execution and performance of this contract, including but not limited to court costs, fees, fines, and/or attorney fees.

3
6 **Arbitration**

The District will not enter into a contract that includes arbitration language.

3
7 **Choice of Law**

The parties agree Texas laws will apply in resolving or litigating a dispute.

3
8 **Waiver**

No claims or rights arising out of a breach of this contract can be discharged in whole or 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 party.

39 Interpretation - Parole Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms 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 Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

40 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his 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.

41 Extension / Non Appropriations Clause

This contract maybe renewed for (1) one additional year if the vendor and the District mutually agree and no increases in costs are incurred except for the growth. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.005 (b) concerning non-appropriation clauses for multi-year contracts. Each participating local government member reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available to extend the contract.

42 Proposal Acceptance

The period for acceptance of this bid/proposal will be sixty (60) calendar days unless a different period is indicated by the bidder/proposer.

43 Insurance Requirements

To protect the district and its employees against liability, loss or expense on account of damage to property or injury or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, bidder/proposer shall procure and maintain, at its sole expense and until acceptance of the work by the district, insurance as hereinafter enumerated in policies which shall be subject to the district's approval as to form, amount and issuing company. Amounts listed are minimum.

Bidder/Proposer must carry and provide proof of insurance which meets the requirements established by the Pharr-San Juan-Alamo Independent School District. Proof of insurance coverage must be submitted with bid/proposal. **This insurance is required only for work done on school district property.**

INSURANCE REQUIREMENTS

	<u>Statutory Limits</u>
Workman's Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
General Liability Bodily Injury & Property Damage	\$1,000,000 Combined Single Limits \$2,000,000 Aggregate
Automotive Liability -Bodily Injury	\$1,000,000 each person \$1,000,000 each accident

**4
4** Installation (when applicable)

The successful bidder/proposer shall provide the following services and requirements at no additional cost above the initial bid/proposal price on equipment or furniture. Provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, complete assembly and adjustment by a trained installation mechanic and removal of all debris. Set in place, make the machine ready, start up, analyze and correct any malfunction of the equipment. Provide all materials, equipment and labor to place machinery in top operating condition or to fully assemble furniture.

**4
5** Inquiries and Interpretations

Responses to inquires which directly affect an interpretation or change to this bid/proposal will be issued in writing by PSJA ISD as an addendum. Vendors **WILL NOT** be notified of additional information / addendum postings. It is the vendor's responsibility to view the web page regularly, or prior to submitting a bid/proposal response, to ensure that no addendum or additional information have been issued for the solicitation. All such addendum issued by PSJA ISD prior to the time that bids/proposals are received shall be considered part of the bid/proposal.

*****No contact shall be made with Board Members. Contact and questions shall be made with District Administration only.*****

**4
6** Terms and Conditions Acknowledgement

I certify that I have read, understand and agree to the terms and conditions associated with this bid/proposal. Any deviations shall be noted in Attributes and any additional deviations may be submitted on company letterhead with your bid/proposal in the Response Attachments tab.

I Agree and Acknowledge

(Required: Check only one)

**4
7** The following certifications and provisions are required and apply when PSJA ISD expends federal funds for any contract resulting from this procurement process.

Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and Supplier in all situations where the Supplier has been paid or will be paid with federal funds:

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

**4
8** (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000,

which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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 PSJA ISD expends federal funds, PSJA ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

I agree

(Required: Check only one)

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

Pursuant to Federal Rule (B) above, when PSJA ISD expends federal funds, PSJA ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier in the event Supplier 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. PSJA ISD also reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if PSJA ISD believes, in its sole discretion that it is in the best interest of PSJA ISD to do so. Supplier will be compensated for work performed and accepted and goods accepted by PSJA ISD as of the termination date if the contract is terminated for convenience of PSJA ISD. Any award under this procurement process is not exclusive and PSJA ISD reserves the right to purchase goods and services from other Supplier s when it is in PSJA ISD's best interest.

I agree

(Required: Check only one)

50 (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts

that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment 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 PSJA ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

I agree

(Required: Check only one)

51 (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation,

all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

I agree Not Applicable

(Required: Check only one)

5 2 (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable,
all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to Federal Rule (E) above, when PSJA ISD expends federal funds, Supplier certifies that Supplier 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 PSJA ISD resulting from this procurement process.

I agree Not Applicable
(Required: Check only one)

5 3 (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition
of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient 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 PSJA ISD, Supplier certifies that during the term of an award for all contracts by PSJA ISD resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

I agree
(Required: Check only one)

5 4 (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),
as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to Federal Rule (G) above, when federal funds are expended by PSJA ISD, Supplier certifies that during the term of an award for all contracts by PSJA ISD resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

I agree
(Required: Check only one)

5 5 (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220)
must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
Pursuant to Federal Rule (H) above, when federal funds are expended by PSJA ISD, Supplier certifies that during the term of an award for all contracts by PSJA ISD resulting from this procurement process, Supplier 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.

I agree
(Required: Check only one)

**5 (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award
6 exceeding \$100,000**

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

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

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I agree

(Required: Check only one)

**5 Record Retention Requirements for Contracts Involving Federal Funds
7**

When federal funds are expended by PSJA ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I agree

(Required: Check only one)

**5 Certification of Compliance with the Energy Policy and Conservation Act
8**

When PSJA ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

I agree

(Required: Check only one)

59 Certification of Equal Employment Statement

It is the policy of PSJA ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **Supplier** 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. **Supplier** 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.

I agree
(Required: Check only one)

60 Certification of Compliance with Buy America Provision

PSJA ISD 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). Supplier certifies that it is in compliance with all applicable provisions of the Buy America Act.

I agree
(Required: Check only one)

61 Certification of Access to Records – 2 C.F.F. § 200.336

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

I agree
(Required: Check only one)

62 Certification Regarding Terrorist Organizations & Boycotting of Israel – Govt Code 808 (HB89 and Govt Code 2252 (SB252))

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies of services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

I agree
(Required: Check only one)

**6
3 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms**

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

I agree

(Required: Check only one)

**6
4 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I agree

(Required: Check only one)

**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.

I agree

(Required: Check only one)

6 **Notice of Invitation to Bid/Propose**

6 **Location of Bid/Proposal Opening:**

PSJA ISD
Business Services Department
Conference Room # 205
601 E. Kelly Ave
Pharr, TX 78577

Contract Time Period:

September 1, 2021 - August 31, 2022

The undersigned authorized representative of the bidding/proposing company indicated hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the bidding/proposing company indicated below, and
2. That he/she has carefully examined this Bid/Proposal Notice, the accompanying Bid/Proposal Forms (whether in printed or electronic form), and the General Terms and conditions and Item Specifications associated with this Bid/Proposal Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid/Proposal Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Bid/Proposal response, and
4. That if any part of this bid/proposal is accepted, he/she will furnish all products or services awarded under this bid/proposal at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid/Proposal Invitation unless any exception are noted in writing with this bid/proposal response, and
5. That any and all exceptions to the General Terms or Conditions of this bid/proposal have been noted in writing in this bid/proposal response, and that no other exceptions to the General Terms or Conditions will be claimed.

6 **Name of Bidding/Proposing Company**

7

(Required: Maximum 1000 characters allowed)

6 **Name of Authorized Representative**

8

(Required: Maximum 1000 characters allowed)

6 **Position or Title of Authorized Representative**

9

(Required: Maximum 1000 characters allowed)

7 **Email Address of Authorized Representative**

0

(Required: Email address)

**7
1** **Address, City, State, and Zip-Code**

(Required: Maximum 1000 characters allowed)

**7
2** **Telephone Number of Authorized Representative**

(____) _____ - _____ ext: _____

(Required)

**7
3** **Fax Number of Authorized Representative**

(____) _____ - _____ ext: _____

(Required)

**7
4** **Email Address for Purchase Orders Only**

(Required: Email address)

**7
5** **Bidder/Proposer Preference Certification**

Is your principal place of business in TEXAS?

Yes No

(Required: Check only one)

**7
6** **Bidder/Proposer Preference Certification**

If the answer to the previous question is NO, in which state is your principal place of business?

(Required: Maximum 1000 characters allowed)

**7
7** **Bidder/Proposer Preference Certification**

If your principal place of business is not in the state of Texas, does your state favor resident Bidders/Proposers by a dollar increment or percentage?

Yes No

(Required: Check only one)

**7
8** **Bidder/Proposer Preference Certification**

If the answer to the previous question is YES, what is the dollar increment or percentage?

(Required: Maximum 1000 characters allowed)

**7
9** **Certification Regarding Texas Family Code**

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the proposal the following affidavit: I, the undersigned vendor (via electronic signature), do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to proposal or receive a state contract.

Certified
(Required: Check if applicable)

**8
0** **Historically Underutilized business (HUB) Certification**

Bidding/Proposing companies that have been certified by the Texas Building and Procurement Commission (TBPC) as Historically Underutilized Business (HUB), entities are encouraged to indicate their HUB status when responding to this Bid/Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. (Please submit a copy of the HUB Certification as an attachment under the "Response Attachments" tab, as applicable)

Please select from the following:

Select Option A if you certify that your company has been certified by the Texas Building and Procurement Commission as a historically Underutilized Business (HUB), and attached a copy of your HUB Certification to the Response Attachments tab.

Select Option B if your company has NOT been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB).

Option A Option B
(Required: Check only one)

**8
1** **Supplier Diversity Form**

PSJA ISD's Supplier Diversity Program ensures that the District will use its best efforts to ensure that small, women-owned and minority businesses are informed of current and future purchasing activities and will promote and encourage the participation of minority-owned, women-owned, and small business in purchasing of all goods and services. Nothing herein shall be construed to neither authorize nor require expenditure of funds for goods and services apart from normal and statutory purchasing processes. All in formation provided is subject to verification and this form may be incorporated into any resulting contract. Complete Part I and Part II.

Part I - Small, women-owned or minority business identification. Select your company business code, business ownership and certification affiliation, if applicable.

Part II - Special requirements for bids exceeding \$10,000

**8
2** **Part I - Business Code**

Sole Proprietorship Partnership Corporation Joint Venture
(Required: Check only one)

**8
3** **Part I - Business Ownership**

Small Business Woman Owned Minority Owned Large and/or Non-Minority
(Required: Check only one)

84 Part I - Certification Affiliation
 State of Texas (HUB) Capital Metro (DBE) Self Proclaimed Other (attached)
(Required: Check only one)

85 Part II - Special Requirements for Bids/Proposals Exceeding \$10,000
PSJA ISD encourages current and potential contractors to provide opportunities to qualified small, women-owned and minority businesses for subcontracts. A subcontractor is a person or company that provides supplies and/or services to a prime contractor where the suppliers/services are used to fulfill the prime contractor's contractual obligations with PSJA ISD. If your firm will provide all of the labor and/or materials required for this procurement, please select from the options given.

Select Option A if your firm is providing all of the item / services required for this procurement.

Select Option B if your firm will subcontract a portion of the items/services.
 Option A Option B
(Required: Check only one)

86 Part II - Special requirements for bids/proposals exceeding \$10,000 (continued)
If Section B was selected you have identified your firm as subcontracting a portion of the work. Please state the dollar value of the subcontracted portion. A list consisting of the following must be submitted with this bid/proposal for each subcontractor:

Total dollar value for the subcontracted portion:

Name of Subcontractor:
Address:
Phone #:
Contact Person:
Amount of Subcontract:
Name of Subcontract:

(Optional: Maximum 4000 characters allowed)

8 **Felony Conviction Notification**

7 **Felony Conviction Disclosure Statement**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), 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 ha 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 my terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by subsection (a) or misrepresented the conduct resulting in the conviction The district must compensate the person or business entity for services performed before the termination of contract."

Subsection (c) states "This section does not apply to a publicly held corporation."

I certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

My Firm is:

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

Owner/Operator HAS been convicted of a felony

(Required: Check only one)

8 **Felony Conviction Disclosure**

8 If the owner/operator has ever been convicted of a felony, please enter the details of the conviction in the field provided. The notice must include a general description of the conduct resulting of the felony.

(Optional: Maximum 4000 characters allowed)

8 **Conflict of Interest (Form CIQ)**

9 I certify compliance with this requirement: Disclosure of certain relationships with local government officials. Description: any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with PSJA ISD must file a Vendor Conflict of Interest Questionnaire (Form CIQ) with the PSJA ISD Purchasing Department in accordance with Texas Local Government Code Chapter 176, not later than the 7th business day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an agent of a vendor in the vendor's business with the District. The CIQ Form is available at [CIQ form](#). Forms are also posted at the Texas Ethics commission's website at: www.ethics.state.tx.us/whatnews/conflict_forms.htm. All Bidders/Proposers must disclose the name of any PSJA ISD employee who owns, directly or indirectly, an interest in the Bidders/Proposer firm or any of its branches. Failure to provide such information may be grounds for disqualification of the bid/proposal or cancellation of a contract resulting from this Solicitation. Please submit CIQ Form as an attachment under the "Response Attachments" tab, as may be applicable.

Certified

(Required: Check if applicable)

9 **Filing of Form CIQ**

0 If a disclosure is required as per CIQ regulations, have you filed a CIQ form as directed?

Yes No Not Applicable

(Required: Check only one)

Contractor Certification Form

Contractor must comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code. Before work on this Contract begins, Contractor 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 must obtain 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 he 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. Please visit a Guide for School Contractor Section for additional information regarding Senate Bill 9.

<https://tea.texas.gov/sites/default/files/Instructions%20to%20Contractors%20doc%20webupdates%20%282%29.pdf>

Select Option A if you have complied with Senate Bill 9 Section 22.0834.

Select Option B if you certify that the Company/Firm is not subject to the requirements of Senate Bill 9 Section 22.0834 and does not have employees working where children are present.

Option A Option B

(Required: Check only one)

9
2 https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Definitions and Instructions for Completing Form 1295

Pharr-San Juan-Alamo I.S.D. 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 Pharr-San Juan-Alamo I.S.D., or its cooperative members, from entering into a contract resulting from this BID with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Pharr-San Juan-Alamo I.S.D. at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposal even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 electronically with the Texas Ethics Commission using the online filing application link provided above:

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be filed with Pharr-San Juan-Alamo I.S.D. by including the completed/notarized form with the proposal response.
- Pharr-San Juan-Alamo I.S.D. 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 Pharr-San Juan-Alamo I.S.D. 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 Pharr-San Juan-Alamo I.S.D.

Definitions:

- **Interested Party:** a person who:
 - a. has controlling interest in a business entity with whom Pharr-San Juan-Alamo I.S.D. and/or its cooperative members contracts; or
 - b. actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Business Entity:** an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

9
3 **Business/Company Owner Name**

Please provide the complete name of the business/company **owner** responding to the bid/proposal.

(Required: Maximum 1000 characters allowed)

9
4 **Date of Establishment**

(Required: Maximum 1000 characters allowed)

95 Will the bid/proposal deviate from specifications?
 Yes No
(Required: Check only one)

96 If no please state "No deviation", if yes, please specify deviations:
(If additional information is needed please submit on company letterhead and attach to the Response Attachments tab.)

(Required: Maximum 1000 characters allowed)

97 Sales Representative information.

98 Representative Name
Please provide Name of Representative.

(Required: Maximum 1000 characters allowed)

99 Representative Location
Please provide the address of representative. (Street, City, State and Zip-code)

(Required: Maximum 1000 characters allowed)

100 Representative Telephone Number

(____) _____ - _____ ext: _____

(Required)

101 Representative Cellular Number

(____) _____ - _____ ext: _____

(Required)

102 Representative Fax Number

(____) _____ - _____ ext: _____

(Required)

103 Representative Email Address

(Required: Email address)

104 What is the email address for all Purchase Orders to be sent?

(Required: Email address)

105 Company Website

(Required: Enter URL)

106 Business Hours

(Required: Maximum 1000 characters allowed)

107 Company Quote or Reference #

(Required: Maximum 1000 characters allowed)

108 Warranty Period

(Required: Maximum 1000 characters allowed)

109 Return Policy

(Required: Maximum 1000 characters allowed)

110 Does your company charge a restocking fee on returned merchandise / warehouse stock?
 Yes No
(Required: Check only one)

111 Vendor Pays S&H
 Yes No
(Required: Check only one)

112 Can you deliver to all locations district wide?
 Yes No
(Required: Check only one)

113 What would be the delivery time once a purchase order is received?
Please provide number of days.

(Required: Maximum 1000 characters allowed)

**1
1
4** Is there a minimum dollar / quantity / volume purchase amount required for delivery?
 Yes No
(Required: Check only one)

**1
1
5** Partial deliveries of purchase orders are not accepted by Pharr-San Juan-Alamo I.S.D. only complete orders are accepted. Can you comply with this?
 Yes No
(Required: Check only one)

**1
1
6** Are your catalogs guaranteed through August 31, 2022, with discounts to be taken from your printed (2021) catalog price?
 Yes No
(Required: Check only one)

Bid Lines

1 Percentage of discount off catalog price.
(Response required)
 UOM: EA Total: %
 Item Notes: **PLEASE NOTE:** Is discount already applied to the catalog price? If "YES" please put a 0 and make note under Supplier Note "Add Note". If not, please provide the discount. If no discount will be provided please select "NO BID" for line item.
 No bid
 Additional notes
(Attach separate sheet)
 Supplier Notes: _____

Item Attributes
1. Does discount catalog price apply to all items in catalog?
 Yes No
(Required: Check only one)

2 Percentage of discount off shelf price.
(Response required)
 UOM: EA Total: %
 Item Notes: **PLEASE NOTE:** Is discount already applied to the shelf price? If "YES" please put a 0 and make note under Supplier Note "Add Note". If not, please provide the discount. If no discount will be provided please select "NO BID" for line item.
 No bid
 Additional notes
(Attach separate sheet)
 Supplier Notes: _____

Item Attributes
1. Does discount off shelf price apply to all items in store?
 Yes No
(Required: Check only one)

3 Percentage of cost plus pricing.
(Response required)

UOM: EA Total: %

Item Notes: **PLEASE NOTE:** Is cost plus pricing already applied to the product? If "YES" please put a 0 and make note under Supplier Note "Add Note". If not, please provide the percentage. If no discount will be provided please select "NO BID" for line item.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Item Attributes

1. Does cost plus pricing apply to all items?

Yes No
(Required: Check only one)

4 If providing service (labor) only - Hourly Labor Charge - Straight Time
(Response required)

Quantity: 1 UOM: per hour Price: \$ Total: \$

Item Notes: If no service (labor) will be provided please select "NO BID" for line item.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 If providing service (labor) only - Hourly Labor Charge - Overtime including after 5:00 p.m., weekends and holidays.
(Response required)

Quantity: 1 UOM: per hour Price: \$ Total: \$

Item Notes: If no service (labor) will be provided please select "NO BID" for line item.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6 If providing service (labor) only - Hourly Labor Charge Extra Man - Straight Time
(Response required)

Quantity: 1 UOM: per hour Price: \$ Total: \$

Item Notes: If no service (labor) will be provided please select "NO BID" for line item.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 If providing service (labor) only - Hourly Labor Charge Extra Man - Overtime including after 5:00 p.m., weekends and holidays.
(Response required)

Quantity: 1 UOM: per hour Price: \$ Total: \$

Item Notes: If no service (labor) will be provided please select "NO BID" for line item.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

8 Please provide percentage mark up if providing service (labor) materials/parts to include freight charges.
(Response required)

UOM: EA

Total: %

Item Notes: If no service (labor) materials/parts will be provided please select "NO BID" for line item.

Supplier Notes: _____

- No bid
- 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
