



Eanes Independent School District
Purchasing Department
601 Camp Craft Road
Austin TX 78746
512-732-9036

REQUEST FOR PROPOSALS (RFP)
Facility Maintenance Services (FMS) Contractors
#201718-003

The Eanes Independent School District (“District”) invites qualified firms to submit Proposals for the following services:

- | | |
|--|---|
| <input type="checkbox"/> Carpentry Services | <input type="checkbox"/> Landscape Services |
| <input type="checkbox"/> Concrete Services | <input type="checkbox"/> Landscaping Equipment Repair Services |
| <input type="checkbox"/> Drywall Services | <input type="checkbox"/> Locksmith Services |
| <input type="checkbox"/> Electrical Services | <input type="checkbox"/> Painting Services |
| <input type="checkbox"/> Fencing Services | <input type="checkbox"/> Parking Lot Maintenance and Repair Services |
| <input type="checkbox"/> Fire Alarm System Repair Services | <input type="checkbox"/> Plumbing Services |
| <input type="checkbox"/> Glass Repair Services | <input type="checkbox"/> Roof Repair Services |
| <input type="checkbox"/> Golf Cart Repair Services | <input type="checkbox"/> Security Camera and Access Control Repair Services |
| <input type="checkbox"/> HVAC Repair Services | |

The Request for Proposal can be reviewed and downloaded from the following website:

<http://www.eanesisd.net/dept/purchasing/bid>

Qualified firms are encouraged to thoroughly read the RFP to ensure that all required documentation is included in their Proposal Response. Failure to provide all required documentation may be grounds for rejection of the response.

If you are an interested firm, the District invites your firm to submit a Proposal Response to the EISD Purchasing Office at purchasing@eanesisd.net. While electronic submissions are preferred, you may still mail your response to the address listed above. The subject line or envelope for your Proposal Response should be plainly marked:

Proposal Response for
Facility Maintenance Services (FMS) Contractors
#201718-003

THIS IS A NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a Proposer prior to an award. Responses shall be received any time but no later than **3:00 PM on Tuesday, September 12, 2017.**

The Board of Trustees reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposals without the prior written consent of the Board of Trustees, Eanes Independent School District.

Sincerely,

Sylvie Pouget

Sylvie Pouget
Purchasing Coordinator

Section I – Proposal Submission

1. Introduction

Eanes Independent School District (“EISD” or “District”) invites your firm to submit a written proposal response for one or more Facility Maintenance Services to the District listed below:

- | | |
|--|---|
| <input type="checkbox"/> Carpentry Services | <input type="checkbox"/> Landscape Services |
| <input type="checkbox"/> Concrete Services | <input type="checkbox"/> Landscaping Equipment Repair Services |
| <input type="checkbox"/> Drywall Services | <input type="checkbox"/> Locksmith Services |
| <input type="checkbox"/> Electrical Services | <input type="checkbox"/> Painting Services |
| <input type="checkbox"/> Fencing Services | <input type="checkbox"/> Parking Lot Maintenance and Repair Services |
| <input type="checkbox"/> Fire Alarm System Repair Services | <input type="checkbox"/> Plumbing Services |
| <input type="checkbox"/> Glass Repair Services | <input type="checkbox"/> Roof Repair Services |
| <input type="checkbox"/> Golf Cart Repair Services | <input type="checkbox"/> Security Camera and Access Control Repair Services |
| <input type="checkbox"/> HVAC Repair Services | |

It is the intent of this Request for Proposal to establish the terms, conditions and prices for Contractors who can perform one or more of the services listed above on a time and material basis. The work may include, but is not limited to, individual projects at various locations throughout the District, provided that Vendor may only repair existing materials, and/or replace worn or damaged materials, parts, fixtures, or equipment in areas of limited size and complexity, with equal grade and quality materials, parts, fixtures or equipment. Vendor(s) awarded under this RFP will not be permitted to install materials, parts, fixtures, equipment or improvements in areas where such improvements did not previously exist, nor will the Vendor(s) be permitted to perform large-scale replacement jobs or any other services that would constitute “construction services”. Projects will be typically limited in size and scope of work required. Individual projects will be initiated by the Eanes ISD Maintenance Department. Total contract cost will be based on actual costs for each project.

2. General Terms, Conditions and Requirements for Solicitations

This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only, and are not attached to this Solicitation. A copy may be obtained by contacting the Purchasing Coordinator at spouget@eanesisd.net.

- 2.1 Texas Education Code 44.031.
- 2.2 Purchasing and Acquisition, EISD Policy CH (Legal).
- 2.3 Purchasing and Acquisition, EISD Policy CH (Local).
- 2.4 General Provisions for Purchasing Solicitations and Contracts, Version 2.10.1.

3. Award of Contract

Award of contract may be in the form of a Purchase Order issued by EISD or a formal Contract, duly executed by each of the contracting parties.

3.1. If the Contract is issued in the form of a Purchase Order, the Purchase Order, together with any other documents which the Purchasing Department has attached thereto as part of the Purchase Order, constitutes an offer by the District to purchase from the Vendor the goods and/or services indicated on the Purchase Order, subject to these terms and conditions. The Purchase Order is the sole and complete contract between the District and the Vendor with respect to the goods and services ordered, and supersedes all prior oral and written understandings. No additional terms or modifications to the Purchase Order propose by the Vendor in any acknowledgement, sales order, or other form of communication shall be binding on the District unless the

Purchasing Department expressly assents thereto in writing. Purchasing Department's failure to object to provisions contained in any communication from the Vendor shall not be deemed a waiver of the provisions hereof or an approval of the terms therein.

3.2. Acceptance of the Purchase Order is conditional of Vendor's assent to the terms and conditions herein. EISD hereby expressly object to and rejects any terms or conditions addition to or different from those herein, whether previously or hereafter proposed in any writing from Vendor unless Purchasing Department has expressly agreed therewith in writing, if the terms and conditions herein are not acceptable, the Vendor must contact the Purchasing Department in writing upon receipt of the order and withhold performance until the matter is resolved in writing. The Vendor shall be deemed to have accepted the order on the terms herein upon commencement of performance.

3.3. If a formal contract is issued (in addition to – or in the place of a Purchase Order), the terms and conditions of the contract shall be governed in the following order;

- 3.3.1. The original Solicitation;
- 3.3.2. Any addenda submitted prior to the open of the Solicitation;
- 3.3.3. The accepted portions of the vendor's submission to the Solicitation; and
- 3.3.4. Any subsequent contractual documents agreed upon by both parties.

3.4 Partnership and/or Subcontracting. If the Vendor has joined with one or more business partners or is subcontracting any work to respond to the Solicitation, EISD reserves the right to:

- 3.4.1. Reject the Vendor's offer based on that/ those partnership(s) and/ or Subcontractors.
- 3.4.2. Accept, at its opinion, subsequent offers with new partnership(s) and or Subcontractors, should those in initial offer be unacceptable for any reason.

4. District Overview

EISD covers an area of approximately 31.2 square miles and includes parts of Austin as well as the municipalities of Rollingwood and Westlake Hills. A map of the District is available at the following District website address: <http://www.eanesisd.net/district/maps>. EISD currently has one (1) high school, two (2) middle schools, six (6) elementary schools, one (1) administration building, one (1) maintenance & operations/transportation center, and one (1) warehouse.

By definition, the term "Campus" and/or "Department" used in the collective means the entire premises of each and every school and facility owned or operated by the District either now or in the future, including without limitation, all elementary, middle, and high schools, athletic facilities, offices, and maintenance facilities.

5. Request for Clarification, Interpretation and Questions

The District has created an e-mail address (purchasing@eanesisd.net) that is intended for interested Proposers to direct requests for clarification, interpretations, and/or questions of current solicitations offered by Eanes ISD. All requests must be submitted within seven (7) days prior to the closing of the RFP, and only fully completed requests for valid and current solicitations will receive a response; late or delinquent requests will not be entertained or answered. See the solicitation for the final date a request may be submitted.

Each question, clarification or interpretation request must include all pertinent information required to receive a response. Failure to provide all information may delay a response from the District. The District reserves the right to inform the requestor that the response to their request will be submitted through an addendum to all interested vendors and not be addressed directly through their request.

Once a request is received, a notification of receipt by the District will be forwarded to the contact e-mail address.

Proposers are reminded that verbal responses or conversations are not binding. Only questions answered by formal written addenda will be binding and will be made part of the proposal documents.

Contact with employees of the District, other than the Purchasing Coordinator, is prohibited during the RFP process unless directed by the Purchasing Coordinator. Proposers that fail to adhere to this requirement risk having their Proposals disqualified.

6. Requirement to Meet All Proposal Provisions

Each Proposer shall respond to all of the specifications and RFP terms and conditions. By virtue of the Proposal response, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFP.

7. Submission of Proposal Responses

This RFP states the overall scope of services desired, procurement terms and conditions, as well as the scope of services to be provided. All Proposal responses should clearly detail how the proposed services can best satisfy the District's requirements.

The Submitted Proposal must follow the rules and format established within the RFP. Adherence to these rules will ensure a fair and objective analysis of all Proposal responses.

A Proposal response shall represent a true and correct statement and shall contain no cause for claim of omission or error. As directed by the Solicitation, the Proposer shall provide any and all certifications, forms and documents as stated within the Solicitation.

7.1 **Response Submission Location**

Proposal responses shall be received at purchasing@eanesisd.net no later than the time and date indicated in the introduction. While electronic submissions are preferred, you may still mail your response to the address listed below. The subject line or envelope for your Proposal Response should be plainly marked:

**Proposal Response for
Facility Maintenance Services (FMS) Contractors #201718-003**

**Eanes ISD
Central Office/ Purchasing
601 Camp Craft Road
Austin, TX 78746**

The District is not responsible for responses submitted to a different location, incorrectly delivered by the USPS or common carrier. Late responses will not be considered under any circumstances. E-mailed or faxed responses will not be accepted.

- 7.2 **W-9 Taxpayer Identification Number.** Proposer shall submit with their Proposal Response a copy of a W-9 Proposer Identification Number Certification to expedite the payment process if awarded a contract. A copy of the form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

8. Standard Provisions

8.1 **Supplemental Instructions or Changes made by Addendum**

Any supplemental instructions or changes will be in the form of written addenda to this Solicitation. Verbal instructions or guidance shall not be considered binding. Any addenda will be made available to all prospective Proposers, prior to the due date for submittal of Proposals.

It shall be presumed by the District that any addenda so issued have been received by the Proposer and such addenda shall become part of the Proposal submittal. Proposers who have not obtained this Proposal solicitation document directly from EISD shall be responsible for immediately notifying EISD to receive all written addenda on a timely basis. Proposers who do not so notify EISD and submit Proposals without receipt of all addenda issued may be deemed to have submitted Proposals not responsive to this RFP.

8.2 **Conflict of Interest: Disclosure of Certain Relationships with Local Government Officials**

Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Eanes ISD must file a Vendor Conflict of Interest Questionnaire with the EISD Purchasing Office in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of the facts that require filing. This requirement also applies to a person who is an agent of a vendor in the vendor's business with the District.

8.3 Conflict of Interest: District Employee Relationships

As referenced in EISD Policy DBD (Local) Employment Requirements and Restrictions, all Proposers must disclose the name of any EISD employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the Proposal response or cancellation of a contact resulting from this Solicitation. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process. Services that might be provided by the employee as an extension of the employee's regular job responsibilities are exempted from consideration.

8.4 Proposal Retention

The District reserves the right to retain all Proposal responses for a period of 90 days after the Proposal closing date for examination, evaluation, comparison, and potential negotiations.

8.5 Withdrawal of Bids

Any Proposer who is extended the privilege of withdrawing a Proposal response because of having proven mechanical error in their response may not be allowed to submit a response to a future EISD solicitation on similar products and/or services for a period of not more than two (2) years.

8.6 Confidentiality of Documents

All documents submitted as part of a Proposal response to this Solicitation will be deemed confidential during the evaluation process. Proposal responses will not be available for review by anyone other than EISD Purchasing personnel, the evaluation team, or its designated agents, if so applicable. There shall be no disclosure of any Proposer's information to a competing Proposer prior to award of the contract. Following award of contract, all Proposal responses, with the exception of documents deemed confidential by the Texas Office of the Attorney General, become public documents and are available for public viewing upon written request to EISD.

8.7 District Waiver

The District reserves the right to waive any minor informality in any Proposal procedure; reject or cancel any or all Proposals; reissue a Proposal invitation; extend the Proposal opening time and date; consider and accept alternate Proposals, if specified in the Solicitation, when it is considered in the best interest of the District.

9. Evaluation, Negotiations, and Contract Award

THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest priced Proposal. The District shall accept the Proposal response it deems to be in the best interest of the District through the evaluation process. Proposal responses will be evaluated based on the requirements set forth in Section II, Special Terms and Conditions.

– End of Section I –

SECTION II SPECIAL TERMS & CONDITIONS

1. Deviations to any/all requests in this proposal are subject to approval by the Eanes ISD prior to any resultant proposal award.
2. The length of this contract shall be for a one year period with 3 annual renewals, contingent upon written agreement by both parties. For any contract that is greater than one year, the District may terminate that contract if the District's Board fails to appropriate sufficient funds for any budget year.
3. During the term of the contract, items that may not have been included on the initial proposal may be included by mutual written agreement of the successful contractor and the District. The District shall notify the successful contractor, in writing, of its intent to include new items under this contract. The successful contractor must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price.
4. All prices shall include freight and be FOB, Eanes ISD.
5. Eanes ISD reserves the right to request copies of original invoices for any materials purchased by the successful contractor(s) and charged to Eanes ISD. Further, Eanes ISD reserves the right to purchase and supply materials for any work performed by the successful contractor(s) under this contract.
6. **PRICE ADJUSTMENTS:**
 - 6.1 If during the term of the time and materials or cost-plus contract, the contractor's labor costs are increased, the contractor may apply to the Purchasing Coordinator for a corresponding contract price adjustment. Such application must be accompanied by sufficient information in writing to justify approval.
 - 6.2 If during the term of the time and materials or cost-plus contract, the contractor's costs for labor are lowered and such savings are passed along to other customers, it is understood and agreed that the benefits of such reduction shall be extended to the Eanes Independent School District.
 - 6.3 Only one (1) price review is allowed per calendar year during the term of the time and materials or cost-plus contract.
 - 6.4 The percentage for markup quoted for a time and materials or cost-plus contract shall remain firm for the entire term of the contract, and any subsequent renewals. No adjustment will be allowed.
7. The District reserves the right not to consider a Proposal containing a service charge, minimum dollar requirement, or minimum quantity requirement.
8. The Proposer agrees that supplies or services furnished under any resultant purchase order issued by Eanes Independent School District shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of the District upon delivery of said items and all rights and remedies stated in the warranties must be honored by the manufacturer.
9. All supplies/equipment supplied under this contract shall be new and without defect.
10. All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles, or items containing defective workmanship are allowed.
11. The District will evaluate proposals and select a vendor based on all of the information required. While cost is an important factor, it should be understood that the District is not under any obligation to accept the lowest proposal. In determining the best proposal, the following selection criteria will be used:

- 11.1 The purchase price;
 - 11.2 The reputation of the Vendor and of the Vendor's goods or services;
 - 11.3 The quality of the Vendor's goods or services;
 - 11.4 The extent to which the goods or services meet the District's needs;
 - 11.5 The Vendor's past relationship with the District;
 - 11.6 The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
 - 11.7 The total long-term cost to the District to acquire the Vendor's goods or services; and
 - 11.8 Any other relevant factor specifically listed in the Request for Bids or Proposals.
12. Eanes ISD reserves the right to make secondary awards. The secondary contractors will be considered for projects when the primary contractor cannot meet our time requirements for a particular project.
13. **Contractors Liability Insurance:** During the term of this contract, any vendor or contractor working on Eanes School District facilities or property must provide the required insurance. Any large equipment or vehicles brought onto Eanes School Property must also provide the required insurance.
- 13.1 Minimal coverage shall be \$1,000,000 for general liability, each occurrence.
 - 13.2 Minimal coverage shall be \$500,000 for automobile liability, each occurrence.
 - 13.3 Minimal coverage shall be \$100,000 for workers compensation, each occurrence.
 - 13.4 Policy must be in effect during the time of contracted work.
 - 13.5 Additional Insurer must be: Eanes ISD, its officers, employees and agents.
 - 13.6 **Certificate Holder must name:**
Eanes Independent School District
601 Camp Craft
Austin, TX 78746
 - 13.7 Copy of Certificate of Insurance shall accompany proposal.
 - 13.8 Upon Award of Contract Certificate of Insurance shall be emailed to lfarry@eanesisd.net, with a hard copy original mailed from the insurance company to:
Laura Santos-Farry
Eanes ISD
601 Camp Craft
Austin, TX 78746
14. If applicable to the Project, a Payment Bond in an amount equal to 100% of the contract sum will be required on single projects that exceed \$25,000. A Performance Bond in the amount equal to 100% of the contract sum will be required on single projects that exceed \$100,000. Please note that all bonding companies presented must be acceptable to the District.
15. The prevailing rates of wages must be paid in conformance with all applicable laws of the State of Texas.
16. The successful contractor must provide current copies of all necessary permits and licenses needed to provide the service stated herein in the City of Austin, Travis County and the State of Texas. Current copies of all permits and licenses must be provided within 5 working days of request.
17. The contractor shall secure, and pay for, if applicable to the project, the building permit(s) and all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the work. Actual costs of specific job related permits and fees may be submitted to the Director of Maintenance and Operations for reimbursement.
18. The successful contractor may not assign this contract or may not subcontract to another party for performance of the terms and conditions hereof without prior written consent of the Purchasing Coordinator.
19. The District may terminate this contract for any reason by giving thirty (30) days written notice to the Proposer. Upon the effective date of termination, the District shall compensate the proposer only for the goods received and accepted by the District up to the effective date of termination. Upon the effective date

of termination, the District has no other legal or monetary obligations or responsibilities to the Proposer.

20. Contractor shall be excused from performance hereunder during the time and to the extent that he/she is prevented from obtaining, delivering, or performing in the customary manner, due to natural disaster, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide Owner satisfactory evidence that non-performance is due to other than fault or negligence on his/her part.
21. If during the term of this contract, the successful contractor fails to perform for any cause other than those listed above, it may be due cause for forfeiture of the balances of the contract, and subsequent removal from the active bidder's list for a period to be determined by the Purchasing Coordinator. Repeated instances of unsatisfactory performance shall be cause for cancellation of the contract. Unsatisfactory performance shall be defined as no service, consistent late service or failure to comply with the minimum requirements of the solicitation.
22. The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the services as specified. All parts/materials and installations shall comply with provisions of the appropriate codes as required by the authority having jurisdiction.
23. The successful contractor or his/her personnel shall not proceed with any work on District sites without the prior approval of the Director of Maintenance and Operations or his designee.
24. The successful contractor shall perform all non-emergency work during regular working days and hours of the painting & drywall trade, and the regular working days and hours of the District (Monday through Friday, 7am to 4pm) unless otherwise approved by the Director of Maintenance and Operations or his designee.
25. The contractor shall have a constantly monitored twenty-four (24) hour a day phone number to contact for emergency service. If the contractor fails to respond to emergency calls within two (2) hours, the District reserves the right to contact another contractor to perform the work required.
26. The Director of Maintenance and Operations or his designee shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Director of Maintenance and Operations or his designee, performance becomes unsatisfactory, the District shall notify the contractor. The contractor shall have twenty-four (24) hours to remedy unsatisfactory performance.
27. Any damages to Eanes ISD property as the result of negligence caused by the contractor or his personnel shall be repaired at the contractor's expense by a contractor approved by the District.
28. Contractor's Responsibilities:
 - 28.1 Contractor and his/her personnel shall not enter District sites without prior approval of the Director of Maintenance and Operations or his designee.
 - 28.2 Contractor and his/her personnel must notify the front office of their presence in the building. Workers must sign in and out with the front office each time they leave the campus.
 - 28.3 Contractor and his/her personnel shall have appropriate identification at all times.
 - 28.4 The District shall provide the successful contractor with full and free access to the area to render service therein.
 - 28.5 The contractor and his/her personnel shall confine their activities to the work site and area(s) designated for their use.
 - 28.6 The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of

the work specified.

- 28.7 Successful contractor shall not request keys to the District facilities without prior approval from the Director of Maintenance and Operations or his designee. Under no circumstances shall contractor or his personnel remove keys from the premises or reproduce keys to any District facility.
29. Successful contractor shall provide a “not to exceed” cost for each project assigned, with actual costs billed at the time and material unit costs established as a result of this award.
30. The successful contractor warrants, guarantees and agrees to remedy all defects and to replace, at no additional costs to the owner, any and all labor, materials, equipment, transportation, part or parts of the equipment or materials to be furnished under this contract which are or become defective within a period of not less than one (1) year from the date of substantial completion of the work.
31. The use of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.
32. All machinery, equipment, and/or tools must comply with O.S.H.A., U.L., all Safety Regulations and other standards. This includes various safety accessories and it is the contractor’s responsibility to meet the necessary requirements.
33. The successful contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the ordinances, regulations, orders and decrees in force at the time of award. The successful contractor shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by itself or by its employee(s). No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful contractor for any of the above reasons.
34. The parties expressly agree and understand that the provider is not an employee or agent of the District in any sense, but is a sole independent contractor.
35. Contractor must not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
36. Prior to commencing any work on this Project, Proposer will certify that for each employee of Proposer that will have direct contact with students, the Proposer has obtained, as required by Texas Education Code, Section 22.0834:
- 36.1 National criminal history record information from a law enforcement or criminal justice agency for each employee of Proposer hired before January 1, 2008; and
- 36.2 National criminal history record information from the Texas Department of Public Safety for each employee of Proposer hired on or after January 1, 2008.
- 36.3 An employee of proposer who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.
- 36.4 Any Contractor doing business with a school district shall obtain all criminal history record information that relates to a person who was hired on or after January 1, 2008, through the Criminal History Clearinghouse as provided by Section 411.0845, Government Code.
- 36.5 Directions for using the Texas Department of Public Safety’s Clearinghouse are attached as Exhibit A.
37. The successful Contractor certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov’t Code §§ 2252.151-.154).
38. The successful Contractor certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and contractor agrees

that Contractor and Contractor 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. (Tex. Gov’t Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

39. Contractor shall insure that no one in their employment shall be in the possession of explosives or firearms on District property.
40. All contract workers must be properly dressed while on Eanes ISD property. Clothing with inappropriate words or pictures are strictly prohibited.
41. Eanes ISD reserves the right to bid any project separately.
42. All invoices will be sent to: accountspayable@eanesisd.net
43. Violation of any part of the Special Conditions listed may be cause for termination of the contract by the Eanes Independent School District.

END OF SECTION II

SECTION III PRICING & SPECIFICATIONS

Check off one or more Services

- | | |
|--|--|
| <input type="checkbox"/> Carpentry Services
<input type="checkbox"/> Concrete Services
<input type="checkbox"/> Drywall Services
<input type="checkbox"/> Electrical Services
<input type="checkbox"/> Fencing Services
<input type="checkbox"/> Fire Alarm System Repair Services
<input type="checkbox"/> Glass Repair Services
<input type="checkbox"/> Golf Cart Repair Services
<input type="checkbox"/> HVAC Repair Services | <input type="checkbox"/> Landscape Services
<input type="checkbox"/> Landscaping Equipment Repair Services
<input type="checkbox"/> Locksmith Services
<input type="checkbox"/> Painting Services
<input type="checkbox"/> Parking Lot Maintenance and Repair Services
<input type="checkbox"/> Plumbing Services
<input type="checkbox"/> Roof Repair Services
<input type="checkbox"/> Security Camera and Access Control Repair Services |
|--|--|

It is the intent of this Request for Proposal to establish the terms, conditions and prices for Contractors who can perform one or more of the services listed above on a time and material basis. The work may include, but is not limited to, individual projects at various locations throughout the District. Projects will be typically limited in size and scope of work required. Individual projects will be initiated by the Eanes ISD Maintenance Department. Total contract cost will be based on actual costs for each project.

Description	Price	
Project Manager	\$ per hour	\$ overtime
Job Supervisor	\$ per hour	\$ overtime
Tradesman	\$ per hour	\$ overtime
Specialist	\$ per hour	\$ overtime
Laborer	\$ per hour	\$ overtime
Other:	\$ per hour	\$ overtime
Other:	\$ per hour	\$ overtime
% markup on Materials	Cost ± %	
After Hours Emergency Calls	\$ per hour	
Response time to Emergency Calls	Hours	

Provide a list of Equipment which may result in additional charges to the District. Additional pages may be attached if needed.

Equipment Description	Charge per Hour, Day, Week
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

SECTION IV
PROPOSER'S QUESTIONNAIRE & INFORMATION FORM

Federal Tax ID # _____

Business Name: _____

Address: _____

City/ State/ Zip _____

Phone # _____ Fax # _____

Contact Name: _____ Title: _____

E-Mail: _____

Web Site: _____

Type of Business Entity: Corporation LLC Partnership Sole Proprietor Other _____

Proposer's Certification

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Proposal Solicitation, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying Proposal form(s).

Proposer's Signature _____ Date _____

Contact Phone # _____ Email _____

Section V

Certifications and Required Forms

1. References
2. Suspension or Debarment Certificate
3. Felony Conviction Notice
4. CTPA Adoption Clause
5. Certificate of Residency
6. Conflict of Interest Questionnaire
7. Certificate of Interested Parties - Form 1295

REFERENCES

All Proposers shall submit a list of at least three references for which similar contracts are in effect or have been completed. Austin area references are preferred.

1. Customer: _____

Contact name: _____ Phone number: _____

Description of services provided: _____

2. Customer: _____

Contact name: _____ Phone number: _____

Description of services provided: _____

3. Customer: _____

Contact name: _____ Phone number: _____

Description of services provided: _____

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

1. Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034 of the Texas Education Code, and
2. Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (____.36)

Vendor Name: _____

Address: _____ City: _____ Zip Code: _____

Telephone: () _____ Fax Number: () _____

E-mail Address: _____

Authorized Company Official Signature: _____

Please Print Company Officials Name: _____

Title of Official: _____

Date: _____

FELONY CONVICTION NOTICE

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owners or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”. This disclosure is not required of a publicly-held corporation (option A).

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge (select one answer).

Vendor’s Name: _____

Authorized Company Officer’s Name: (please print) _____

Title: _____

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

Signature of Company Officer: _____

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

Signature of Company Officer: _____

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

Details of Conviction: _____

Signature of Company Officer: _____

ALL VISITORS TO ANY EANES ISD BUILDING WILL BE REQUIRED TO PRESENT A PICTURE ID AND BE ENTERED INTO THE VISITOR MANAGEMENT SYSTEM IN ORDER TO RECEIVE A VISITOR PASS. NO VISITOR WILL BE ALLOWED ENTRY WITHOUT A VISITOR’S PASS.

Signature of Company Officer: _____

CENTRAL TEXAS PURCHASING ALLIANCE ADOPTION CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, <http://209.184.141.5/ctpa/members.htm>.
- C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION:

_____ YES
_____ NO
_____ YES, with the exception of the following districts:

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

<http://www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.010.00.002252.00.htm>. This law makes it necessary for Eanes ISD to determine the residency of its bidders. In part, this law reads as follows:

Section: 2252.001

(3) 'Non-resident bidder' refers to a person who is not a resident.

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that

(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder _____ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to Contractor’s response to this solicitation.

The District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits the District from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time 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.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom the District contracts; or
- b) who 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” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

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

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission’s website 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 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 the District by attaching the completed form to the vendor’s solicitation response.

The District 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 the District acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from the District.

- End of Document -