



REQUEST FOR PROPOSAL

RFP# 2022.827 Propane Fuel for School Buses

Submittal Deadline:
Tuesday, May 2, 2022 by 2:00 p.m.

Issued by:

CCISD Purchasing Department
www.ccisd.net/purchasing

Barbara Hogue, Senior Buyer
Email: bhogue@ccisd.net

Company Name: _____

**Submission instructions can be found on page 2.
Do not alter the proposal in any way.**

DISTRICT OVERVIEW

Profile of the District: *The Clear Creek Independent School District spans 103 square miles and is located 20 miles south of Houston along Interstate 45/Gulf Freeway. This includes the communities of: League City, Seabrook, Webster, Kemah, El Lago, Nassau Bay, Clear Lake Shores and Taylor Lake Village, along with portions of Bacliff, Friendswood, Houston and Pasadena. The District provides instructional services to over 41,000 students at 44 campuses and is the 29th largest school district in Texas. There are currently twenty-seven (27) elementary schools, ten (10) intermediate schools, five (5) comprehensive high schools and two (2) charter schools. The mission of the Clear Creek Independent School District, the leader in visionary education, is to ensure that each student discovers and develops his or her unique talents and interests while realizing personal success and positively impacting their world through a new system distinguished by integrity, meaningful relationships, personalized learning, achievement, and a continuing commitment to **Courage, Collaboration, Innovation, and Self-Direction.***

GENERAL INFORMATION FOR VENDORS

Proposed Timeline	
Release RFP	April 12, 2022
Last date for questions:	April 28, 2022
RFP Due	May 2, 2022

Clear Creek Independent School District (“CCISD” or the “District”) is accepting sealed proposals for the following: **Propane Fuel for School Buses.**

Direct all questions regarding this proposal in writing to: **Barbara Hogue, Senior Buyer** Email: bhogue@ccisd.net

The District is utilizing the Request for Proposals (“RFP”) method of procurement in accordance with Texas Education Code Section 44.031. For information regarding the RFP process, contact the CCISD representative identified above.

To be considered a responsive offer, proposers are required to submit an **executed original of their proposal, proposal sheets and any other requested/required information in a sealed envelope.** Please submit one signed original, one copy, and an electronic version to the District. **Electronic submissions are required in the format and on the forms provided.** Regardless of when an electronic submission is received, only a signed original proposal will constitute a formal proposal submission by the date and time noted above.

The proposal can be mailed, delivered by courier as well as hand-delivered to:

BARBARA HOGUE, CLEAR CREEK ISD SENIOR BUYER, 2145 WEST NASA BLVD., WEBSTER, TX 77598.

PROPOSAL ENVELOPES MUST INCLUDE: YOUR COMPANY NAME, RETURN ADDRESS, PROPOSAL NUMBER AND THE DUE DATE AND TIME.

Proposals may be hand-delivered to the Purchasing Department during regular business hours. Any proposal received after the specified time, whether delivered in person or mailed, shall be disqualified.

VENDOR SUBMISSION CHECKLIST

Your response must include the following information and completed forms:

- FORM A—AWARDED VENDOR NOTICE
- FORM B—BUSINESS INFORMATION & CERTIFICATION
- FORM C—W-9 TAX PAYER IDENTIFICATION
- FORM D—REFERENCES
- FORM E—INTERLOCAL AGREEMENTS
- FORM F—CERTIFICATE OF INTERESTED PARTIES (HB 1295)
- FORM G—CONFLICT OF INTEREST (FORM CIQ)
- FORM H—FELONY CONVICTION NOTICE
- FORM I—CRIMINAL HISTORY CERTIFICATION
- FORM J—REQUIRED CERTIFICATIONS (Federal EDGAR requirements and applicable state law)
- FORM K—SPECIAL TERMS & CONDITIONS (IF APPLICABLE)
- PROPOSAL SHEETS

SCOPE, EVALUATION, & RFP PURPOSE

The scope and purpose of this RFP is to acquire:

Propane Fuel for School Buses, the proposals will be awarded all-or-none.

For additional detail regarding the scope of the procurement and CCISD's required specifications, see CCISD's Special Terms and Conditions (if applicable).

The District intends to purchase immediate requirements and supplemental needs on an as-needed basis.

CCISD Purchasing Department documents are made available via CCISD Website and Public Purchase for qualified vendors who wish to submit a formal response.

CONTRACT TERM: This contract will be effective for an Initial Term of one (1) year, with renewal options for up to two (2) additional one-year periods (as listed below), at the District's discretion ("Renewal Options"). In the event this proposal expires before another proposal is awarded, the District may extend the contract term on a month-to-month basis by mutual agreement with the vendor.

Initial Term	July 1, 2022 through June 30, 2023
First Renewal Option	July 1, 2023 through June 30, 2024
Second Renewal Option	July 1, 2024 through June 30, 2025
Third Renewal Option	July 1, 2025 through June 30, 2026

EVALUATION CRITERIA – The District will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may be eliminated from further evaluation at the discretion of the District.

<u>FACTOR</u>	<u>POINTS</u>
Purchase price	40
The reputation of the vendor and the vendor's goods and services.	10
The quality of the vendor's goods and services.	10
The extent to which the goods and services meet the District's needs.	10
The vendor's past relationship with the District	10
The impact on the ability of the District to comply with laws relating to historically underutilized businesses (HUBS)	0
The total long-term cost to the District to acquire the goods or services	20
<u>State of Texas preference.</u>	<u>0</u>
TOTAL	100

PROCUREMENT PROCEDURES & AWARD

1. **PROPOSAL VALIDITY:** Proposals and all pricing offers shall remain valid, pending award, for 120 days. Upon mutual agreement, proposal prices can be extended beyond the firm price offer date. Submitted responses should be self-explanatory and should not require any clarification or additional information. Once submitted, CCISD will not return responses to vendors. A response that has been submitted to CCISD may be withdrawn by email or online prior to the deadline for submission of responses.
2. **COSTS AND PRICING:**
 - a. Prices are to remain firm and fixed for the term of the contract, unless cost increases or escalations are specifically agreed to in a writing signed by both parties.
 - b. Submit unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern.
 - c. All prices are to be freight prepaid, include all delivery charges and are to be F.O.B. CCISD.
 - d. CCISD is tax-exempt. Response prices should not include taxes.
3. **DELIVERY ARO:** Proposals must show the number of days required to deliver the article(s) to the specified location under normal conditions after receipt of an order (ARO). Delivery time will be considered in the evaluation process.
4. **PURCHASES** – Purchases will be made on an as needed basis throughout the period of the contract by way of Purchase Orders.
5. **SPECIFIED/ALTERNATE ITEMS:** Any catalog, brand name, and/or manufacturer's reference used is descriptive, not restrictive, and is intended only to indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise specified. If offering an alternate product, proposal must show manufacturer, brand, model, etc. of item being offered. Complete descriptive information of each alternate product must be included with the proposal. If the vendor takes no exception to the specifications, vendor shall be required to furnish brand names, models, etc. as specified.
6. **SUBCONTRACTORS:** If the Vendor has joined with one or more business partners or is subcontracting any work to respond to the solicitation, Vendor must identify those subcontractors or partners in the solicitation response and complete all applicable certifications related to the subcontractor's performance of work on behalf of the District, including but not limited to criminal history certifications for employees or subcontractors who will have direct contact with CCISD students. CCISD reserves the right to reject the Vendor's offer based on that/those partnerships(s) and/or subcontractors, or to request the removal of any partner or subcontractor at any time.
7. **AUTHORITY/ DISTRICT OPTION:** All proposals must meet or exceed the District's specifications. The District shall be the sole authority in evaluating and determining the equality of all alternate proposals. Substitutions below the minimum specifications shown will not be accepted.
8. **CCISD:**
 - a. Reserves the right to reject any or all proposals, waive minor formalities at CCISD's discretion, and to accept any proposals determined to be the most advantageous to the district in accordance with the RFP's evaluation criteria. Reserves the right to cancel this solicitation in whole or in part or amend the solicitation by issuing an addendum to the RFP. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP.
 - b. Reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CCISD.
 - c. Assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response to this RFP or any amendments or addenda, or any other costs incurred by vendors prior to award of a contract.
 - d. Reserves the right to reject any and/or all responses. CCISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof.
9. **RFP ADDENDUM:** Any interpretations, corrections, additions or changes to this RFP will be communicated to vendors by the issuance of an addendum. All vendors shall comply with the requirements specified in any addendum issued by CCISD. No addenda will be issued later than 3 business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. All addenda will be posted to the District Purchasing Department Web Page. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. However, it is the responsibility of the vendor, prior to submitting their response, to determine whether an addendum was issued by accessing the CCISD Purchasing Department's webpage.
10. **NON-WARRANTY OF PROPOSALS** – Due care and diligence has been exercised in the preparation of the RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent

of the services required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this RFP. The District reserves the right to request additional information from the Vendor after the submission date.

11. **OPENING PROCEDURE:** Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. Only the names of offerors will be read at a public opening.

12. **NEGOTIATIONS** – The District may choose to award a contract based on the original submission or move to negotiations. Because the District may choose not to enter into negotiations and/or request a best and final offer, all offerors are to assume the original submission, and any subsequent communication with the District, may be considered a final offer.

13. **DISQUALIFICATION:** A vendor may be disqualified before or after the responses are unsealed for reasons including but not limited to incomplete or non-compliant responses, or evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

14. **RFP SUPERSEDES:** This RFP represents the basis for any award and supersedes all prior solicitations, offers, negotiations, exceptions and understandings (whether orally or in writing).

15. **TEXAS PUBLIC INFORMATION ACT:** CCISD is a governmental body subject to the Texas Public Information Act. Responses submitted to CCISD as a result of this solicitation may be subject to release as public information after contracts are awarded or the procurement is terminated. CCISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information as required by applicable law.

16. **CONFLICTS OF INTEREST AND GIFTS:**

a. Proposers are not permitted to contact any District Board of Trustees member, officer or employee, other than the District representative designated to respond to questions above. No gratuities of any kind will be accepted, including meals, gifts or trips.

b. Form CIQ: As of September 1, 2015, any vendor who does business with CCISD or who seeks to do business with CCISD must fill out a Conflict of Interest Questionnaire (Form CIQ of Vendor's Submission Checklist). Form CIQ must be completed regardless of whether or not a conflict of interest exists.

c. Gifts: The officers, employees, and agents of CCISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through CCISD's written procedures, CCISD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

d. Federal Procurement: In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

17. **CONTRACT AWARD:** Proposer's response shall be considered an offer to the District and subject to the terms of this RFP, including but not limited to all terms and conditions, forms, appendices, and attachments. The District expressly disclaims and rejects any amendment or modification of the RFP terms by vendor, except where the District first indicates acceptance of the modification in writing. The District will indicate acceptance of a vendor's response by issuance of an Awarded Vendor Notice or Purchase Order to awarded vendor. District reserves the right to award multiple contracts pursuant to this RFP. An award of a contract does not guarantee the vendor that the District shall issue any Purchase Orders for the Proposer's goods or services, or guarantee any particular volume, use, number, or sales.

CLEAR CREEK ISD GENERAL TERMS AND CONDITIONS

These terms and conditions are applicable to and form a part of all contract documents and purchase orders issued as a result of award under this RFP and shall be incorporated by reference into all contract documents.

1. **CONTRACT DOCUMENTS:** The agreement between the parties shall consist of the following documents incorporated herein by reference for all purposes: (1) CCISD's Special Terms and Conditions (if applicable); (2) CCISD's General Terms and Conditions; (3) CCISD's Notice of Award, (4) any valid written purchase orders signed by an authorized representative of CCISD, and (5) vendor's proposed pricing as accepted by CCISD (collectively the "Contract"). The terms of this Contract shall govern all procurements conducted hereunder. No additional terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. In the event of a conflict, the documents shall control in the order they are listed in this paragraph. This Contract constitutes the entire agreement between the parties and supersedes any previous written or oral agreements.
2. **EFFECTIVE DATE:** This Contract shall be effective solely upon the signature Notice of Award (Form A) by an authorized representative of CCISD. The Effective Date of this Contract shall be the date of CCISD's Notice of Award.
3. **QUANTITIES:** Unless otherwise specified in the RFP, all commodities will be provided on an "as needed" basis, and CCISD makes no representation either orally or in writing to the amount of commodities, services, or related items CCISD will purchase pursuant to this Contract.
4. **AMENDMENT:** Further, no amendment of this Agreement shall be permitted unless first approved in writing by and authorized representative of CCISD. To be effective, any amendment to this Contract must be in writing and signed by authorized representatives of all parties.
5. **ASSIGNMENT:** The parties may not assign this Contract or any of its rights, duties, or obligations hereunder without the prior written approval of both parties. This prohibition includes the assignment or transfer to a successor in interest to Vendor.
6. **CONTRACT TERM:** The Term of the contract shall be in accordance with the Term specified in the corresponding RFP.
7. **ANNUAL REVIEW:** This Contract will be reviewed by the District annually for consideration of the renewal options exercisable at CCISD's discretion.
8. **ANNUAL APPROVAL:** The contract and subsequent Renewal Options will be presented for approval at a regularly scheduled Board of Trustees meeting, as required.
9. **VENDOR CHANGES AND UPDATES:** Vendors shall submit all updates of their company and contact information to the District in writing to the address listed on the cover page.
10. **EXCEPTIONS:** Any exceptions to the terms and conditions of the provisions of this must be stated in writing and attached as a part of the proposal. No exceptions shall be deemed effective unless the District has indicated its acceptance of the exception in writing signed by an authorized representative of CCISD.
11. **GOVERNING LAW AND VENUE:** The laws of the State of Texas, without regard to conflicts of law, shall govern this Contract. Mandatory and exclusive venue for any dispute arising under this Contract shall be in the courts of Galveston County, Texas.
12. **COMPLIANCE WITH LAWS:** All items and services offered shall conform to all applicable local, county, state and federal laws, ordinances and regulations. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract.
13. **CONFIDENTIALITY:** Vendor agrees to secure the confidentiality of all information and records provided by CCISD in accordance with applicable federal and state laws, rules, and regulations. Vendor acknowledges that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, governs the confidentiality of educational records and student personally identifiable information and agrees to abide by FERPA rules and regulations, as applicable, including but not limited to restrictions on disclosure of FERPA protected information to third parties. Vendor also acknowledges that CCISD is subject to the Texas Public Information Act, and Vendor waives any claim against CCISD and releases from liability CCISD, its officers, employees, agents, and attorneys with respect to disclosure of information determined by CCISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. Per Government Code, Article 252.049, if any of the information is considered to be confidential or a trade secret belonging to the Vendor and, if released would give advantage to a competitor or Vendor, that information should be filed with the proposal in a separate envelope marked "confidential – do not duplicate without permission." Any such designation shall be subject to CCISD's compliance with applicable law regarding disclosure.
14. **INDEMNIFICATION –VENDOR SHALL INDEMNIFY AND HOLD CCISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS INVOLVING PATENT RIGHT OR COPYRIGHT INFRINGEMENT.** Vendor's obligations under this clause shall survive

- termination of this Agreement.
15. **ENERGY STAR COMPLIANCE:** Per the requirements of the District Energy Manager, all new equipment must be Energy Star compliant when available.
 16. **APPROPRIATED FUNDS:** The parties agree that this Contract is a commitment of CCISD's current revenue only. Renewal of this Contract, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract, CCISD shall have the right to terminate this Contract without default or liability, effective as of the expiration of each budget period of CCISD if it is determined by CCISD, in CCISD's sole discretion, that there are insufficient funds to extend this Contract.
 17. **PROPOSAL AWARD:** The District reserves the right to award contracts for any, all, or none of the parts and/or items of this proposal request. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the District's Purchasing Director after this proposal has been awarded.
 18. **NON-EXCLUSIVE AWARD:** Except as noted, proposal award resulting from this request is not an exclusive agreement to purchase. The District reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the District, are necessary and in the best interest of the District.
 19. **VENDOR NON-PERFORMANCE.** If at any time, the Vendor fails to fulfill or abide by the terms and conditions or specifications of the Contract, the District reserves the right to cancel the Contract without written notification of intent.
 20. **CANCELLATION:** The CCISD reserves the right to cancel any contract (or purchase order) resulting from this RFP at any time, for any reason (or for no reason) with a thirty (30) day written notice to the Vendor. Vendor may cancel the Contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the parties shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party's address appearing on the face of the RFP or Business Information Form (or as subsequently revised or changed in writing). Any compensation due Vendor will be limited to items received and accepted, or services performed and accepted, by the District prior to the notice of cancellation.
 21. **INVOICES:** If applicable, original invoices shall be submitted to: Clear Creek Independent School District, PO BOX 799, League City, Texas 77574, Attention: Accounts Payable Department. Invoices must indicate the District purchase order number, invoice date, name of company, complete mailing address and telephone number, brief description of the item or service, quantity, unit price and extended price, any other substantiating documentation or information as required by the Contract. Invoices subject to cash discount will be calculated from the date final invoice is received by the District Accounts Payable Department.
 22. **PAYMENTS:** Subject to the pricing limitations established by this Contract, the payments due to Vendor are limited to the amount stated on the face of the purchase order. Any products provided, or services rendered in excess of this amount will be at Vendor's expense and not payable by the District. No alterations, substitutions or extra charges will be permitted without a written Change Order signed by an authorized representative of CCISD. Merchandise may not be billed at a price higher than the amount stated on the order. The District shall pay all undisputed invoices for accepted merchandise and/or services within 45 days of delivery or acceptance, whichever is later. Contracts requiring a monthly charge will be billed and paid on a monthly basis.
 23. **TAXES:** CCISD is tax-exempt, and CCISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall be solely responsible for paying all taxes or similar amounts resulting from this Agreement. Vendor and all subcontractors of Vendor shall hold CCISD harmless from any responsibility for taxes, and related damages and interest.
 24. **INTER-LOCAL AGREEMENTS & OPEN MARKET PURCHASES:** In the best interest of the district, if the proposal goods and/or services are available at a lower price or better delivery time, it is to be understood that the District reserves the right to purchase these items through an inter-local agreement or on the open market.
 25. **DELIVERY RESPONSIBILITY:** The District will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative of the District.
 26. **SHIPPING REQUIREMENTS:** The Vendor shall take necessary actions to assure that orders are shipped promptly, to include partial shipments where appropriate. Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: a) Vendor's name and address; b) CCISD's name, address and purchase order number; c) Container number and total number of containers, e.g. box 1 of 4 boxes; and d) the number of the container bearing the packing slip (must accompany all goods delivered). The packing slip (or shipping ticket) must state clearly purchase order number, packing slip number, number of items, stock number, destination of delivery and delivery date. Vendor shall bear cost of packaging unless otherwise provided.
 27. **DELIVERY TERMS:** a) The title and risk of loss of the goods shall not pass to the District until CCISD receives and takes possession of the goods at the point or points of delivery; b) Delivery terms are F.O.B. inside delivery, unless delivery terms are specified otherwise in writing in CCISD's proposal; c) The place of delivery shall be that set forth on the purchase order; d) Vendor must provide goods or services within the term dates indicated on the purchase order. The terms of this agreement are "no arrival, no sale." E) Successful vendor(s) shall promptly notify the District Purchasing

- Office when any single line item cannot be delivered within the specified delivery time (according to the purchase order). If the successful vendor is unable to provide the requested item within a mutually acceptable time, the District reserves the option to purchase the outstanding item(s) from an alternate source according to the terms and conditions of this proposal invitation.
28. **WARRANTY:** Equipment / Products shall be new and the latest model. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified. The Vendor has the ultimate responsibility of insuring the delivery of complete, full functioning products that meet the District's specifications in all details and are free of defects in materials and workmanship. The manufacturer's standard warranty will apply unless otherwise specified. All products should be supplied complete, ready to be installed, including all cabling and connectors where applicable. Vendor shall not limit or exclude any implied warranties. Any attempt to do so shall render this Contract void at the option of the District. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the solicitation and to the sample(s) furnished by Vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
29. **WARRANTY WORK AND DEFECTIVE WORKMANSHIP:** The Vendor is ultimately responsible for and must assure the District that any warranty service shall be performed to the satisfaction of the District, regardless of whether the Vendor or its agent performs the warranty work. If there is a question of whether it is the responsibility of the Vendor or the manufacturer to repair a given defect, then it shall automatically become the Vendor's responsibility to see that the repair(s) is made to the satisfaction of the District. If defective workmanship and/or materials is found after acceptance and payment has been made, the Vendor shall replace or repair the defective component(s), as required by the District, at Vendor's own cost, within a reasonable amount of time (normally 10 District business days), and at no extra cost to the District. Upon refusal of the Vendor to make satisfactory and timely adjustment(s), the District reserves the right to claim and recover from the Vendor, for costs incurred to correct the error or make good the defect in material or workmanship.
30. **INSURANCE REQUIREMENTS: (if applicable):**
- a. Certificates of Insurance. Certificates of insurance showing the solicitation number for each of the below listed policies, with insurance companies acceptable to the District, shall be delivered to the CISD with Vendor's solicitation response. Copies of required Waiver of Subrogation, Additional Insured and Cancellation endorsements must be attached to the Certificate of Insurance. If at any time during the Contract Terms the Certificate of Insurance lapses, the Contractor shall provide to the District an updated certificate.
 - b. Proof of Insurance. For the duration of this Contract, the Contractor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with the solicited project:
 - i. Workers' Compensation as required by the Texas Workers' Compensation Act, including Employers Liability insurance with limits of \$1,000,000.
 - ii. Comprehensive General Liability providing Products, Completed Operations, Independent Contractors and Contractual Liability coverage with Aggregate, Occurrence and Personal Injury Limits of \$1,000,000.
 - iii. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Contractor, with combined single limit of \$1,000,000 and a Medical Payment limit of \$5,000.
 - c. Waiver of Subrogation Endorsement. Waiver of Subrogation Endorsement in favor of the District shall be a part of each policy for coverage listed. The District will allow deductible policies. The Contractor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified in the Solicitation.
 - d. Additional Insured Endorsement. Additional Insured Endorsements naming the District shall be a part of each policy for each coverage listed, except for Workers' Compensation.
 - e. Notice of Cancellation. If the Certificate of Insurance does not include such notice, a Cancellation, Non-Renewal or Material Change endorsement providing 60 days notice to the District must be provided.
31. **RECORDS RETENTION AND AUDIT:** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to CCISD under this Contract and agrees that such records shall be subject to audit by CCISD or an authorized investigating agency. These records and accounts shall be retained by Vendor and made available for audit by CCISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by CCISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed. When federal funds are expended by CCISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years (or otherwise specified for e-ratable products per USAC Guidelines, minimum of 10 years from last date of service) after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
32. **INDEPENDENT CONTRACTORS:** Nothing in this Agreement shall be interpreted or construed as creating or

establishing the relationship of employer and employee, agent, joint venture or partner, between CCISD and Vendor or CCISD and any of Vendor's agents, employees, or subcontractors. Vendor agrees that CCISD has no responsibility for any conduct or payment of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

33. **GOVERNMENTAL IMMUNITY:** Nothing herein shall be construed as to limit CCISD's governmental immunity as established by applicable law.

34. **GENERAL:**

- a. *Interpretation* - Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
- b. *Severability* - In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- c. *Force Majeure* – *The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to acts of God, acts of the Government in its sovereign (and not contractual) capacity, fires, floods, epidemics, quarantine restrictions, public health emergencies, or unusually severe weather that forces road closures which make access to location and/or facility impossible. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable efforts to remove said causes and resume performance hereunder. However, if CCISD has submitted payment under the terms of this Agreement prior to full performance of this contract, and an event or circumstances described in this paragraph delays or prevents performance of this Agreement, Contractor will refund all monies paid by CCISD if the parties cannot agree to resume performance of this Agreement at a mutually acceptable time and provided that such non-performance is not due to the fault of the non-performing party.*
- d. *Waiver* - No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
- e. *Payment and Performance Bond* - In compliance with Article 5160, V.A.T.S. and Government Code 2253.021, all contracts in excess of \$25,000 for the construction, alteration or repair of public buildings shall require of the successful Vendor payment bonds in the full amount of the contract. Performance bonds shall be executed when such contracts exceed \$100,000. Such bonding shall be executed by a corporate surety duly authorized to do business in this state and be payable to the School District.

35. **FOREIGN ENTITY CERTIFICATIONS:** Vendor certifies 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). Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of vendor, if any (the "Companies"), boycotts Israel, and Vendor agrees that Vendor and Companies will not boycott Israel during the term of this agreement. (Tex. Gov't Code §§2270.001-.002, 808.001-.006, .051-.057, .101-.102).

FORM A

**AWARDED VENDOR NOTICE
CLEAR CREEK ISD**

By signing below, Vendor indicates to make an offer of contract to Clear Creek Independent School District (CCISD). CCISD may accept Vendor's offer to contract by signing below. No contract shall be effective except upon signature by an authorized representative of CCISD and issuance of this Notice by CCISD to Vendor. The Effective Date of the parties' agreement shall be the date of CCISD's signature below.

By signing below, Vendor agrees that CCISD's written Request for Proposal (RFP) # 2022.827, and all terms, conditions, forms, and attachments contained therein, constitutes the entire agreement between the parties, and supersedes any previous written or oral agreements, and any terms and conditions submitted by Vendor, in whatever form, except those agreed to in writing by CCISD according to the terms of the RFP. Any modification, alterations, or amendments must be in writing and signed by all parties.

Vendor Name: _____

Clear Creek ISD Purchasing Department

Acknowledged by: _____
Print Name

Acknowledged by: Greg Cruthirds, Director of Purchasing

Title

Signature: _____

Signature: _____

Date: _____

Date: _____

FORM B
BUSINESS INFORMATION & CERTIFICATION

Business Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ E-mail: _____

Contact person for Correspondence including contract awards and renewals:

Business Web Address: _____

Do You Accept Purchase Orders yes / no minimum Order Amount, If Any \$ _____

Discount for early payment? yes / no If Yes, ____ % Discount for Payments received in ____ Business Days

Years/Months in Business with Present Name: _____

Type of Organization (Check All That Apply): Manufacturer Distributor, Wholesaler, Retailer, Consulting,
 Broker, Service Provider, Other

Other:

By signing and submitting a Solicitation Response, the Vendor certifies and represents to the District that:

1. the Solicitation Response has been signed by an authorized representative of the company or firm submitting the bid, proposal, offer or other Solicitation Response document.
2. The Vendor's firm or any of its individual have not prepared the Solicitation Response in collusion with any other Vendor or individual; and
3. The contents of the Solicitation Response as to price, terms and conditions or other details of the Solicitation Response have not been communicated by the Vendor or by any employee or agent to any other person engaged in this type of business prior to the official opening of the solicitation.

AGREED:

Signature

Title

Date

**Clear Creek Independent School District
Request for Vendor Information
ATTN: PURCHASING DEPARTMENT**

A W-9 Must Accompany Vendor Addition Request

TO BE COMPLETED BY CCISD EMPLOYEE:

(If dollar value is more than \$10,000, then 3 quotes are required before you may purchase from this vendor)

New Vendor # _____ Vendor # to Reactivate _____

Purchasing with: Federal Funds _____ 199 Funds _____ 461 Funds _____ 865 Funds _____

Justification for Purchase: _____

_____ Estimated Dollar Value \$ _____

Name of CCISD employee completing form _____

Date _____ Campus/Dept. Location _____ Phone # _____

Purchasing Approval _____ Date _____

TO BE COMPLETED BY VENDOR

(All Fields Mandatory)

Vendor Name: _____

Vendor Contact Name: _____

Vendor Contact email address: _____

Is this vendor incorporated? No _____ Yes _____

Federal Tax ID # or Social Security # _____

Is this vendor providing goods? No _____ Yes _____

If yes, describe goods: _____

Is this vendor providing services? No _____ Yes _____

If yes, describe services: _____

Purchasing Address

Payment Address

Street _____

Street _____

City _____

City _____

State/Zip _____

State/Zip _____

Vendor Telephone # _____

Billing Telephone # _____

Revised 9/24/2019

Vendor Fax #: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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-	-							
OR								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

FORM D
BUSINESS REFERENCES

Proposer is to submit three (3) references that have contracted with the Proposer's company to provide like products and/or services. It is recommended that the Proposer show school districts or other local government organizations equal to CCISD in size and structure, if possible. To expedite the evaluation process, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for proposal disqualification. References provided will be checked at the sole discretion of the District. Final evaluation results will be determined based on the information provided by the references and will be in the best interest of the District

1. Business Name: _____

Contact: _____

Phone: _____ Email: _____

Description of Project or Work: _____

2. Business Name: _____

Contact: _____

Phone: _____ Email: _____

Description of Project or Work: _____

3. Business Name: _____

Contact: _____

Phone: _____ Email: _____

Description of Project or Work: _____

FORM E

CLEAR CREEK INDEPENDENT SCHOOL
DISTRICT INTERLOCAL AGREEMENT
CENTRAL TEXAS PURCHASING ALLIANCE

A. Membership. CCISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. For a list of current members, go to www.txctpa.org/memberlist.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by CCISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

C. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

ACKNOWLEDGEMENT

The undersigned, by signature, represents their authorization to bind the bidder to fully comply with the terms and conditions and all forms and attachments of this contract.

Person authorized to sign bids, offers and contracts:

Authorized Agents Name (Please print): _____

Title: _____

(Authorized Agents Original Signature)

(Date)

FORM F

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Clear Creek Independent School District (“CCISD”) 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 CCISD from entering into a contract resulting from this solicitation with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to CCISD 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. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same, (2) an electric utility, or (3) a gas utility.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom CCISD 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.

“Controlling Interest” means (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

As a “business entity,” all vendors must electronically complete the form on the Texas Ethics Commission’s website, and then print, sign, 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.

CCISD 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 CCISD 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 CCISD.

(Sample Below)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____, _____, _____, _____, _____.

(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

FORM G

CONFLICT OF INTEREST DISCLOSURE STATEMENT (FORM CIQ)

As of September 1, 2015, any vendor who does business with the District or who seeks to do business with the District must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of the District or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of the District, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of the District.

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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.

FORM H

FELONY CONVICTION NOTIFICATION

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate the agreement 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.”

Subsection (c) states “this section does not apply to a publicly held corporation.”

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

Vendor’s Name/Company Name: _____

Authorized Official’s Name (Printed or Typed): _____

You must select one and sign below:

- Firm is a publicly held corporation; therefore, the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s):

Detail of Conviction(s):

(Attach additional pages if necessary.)

Signature: _____

Date: _____

FORM I
CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION
(To be completed as applicable)

Background: Texas Education Code Chapter 22 requires entities that contract with school districts, and their subcontractors, obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to CCISD that they have complied and must obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor or a subcontractor who: **(1) have or will have continuing duties related to the service to be performed at a school district, and (2) have or will have direct contact with students.** What qualifies as continuing duties and direct contact with students shall be determined by CCISD.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by CCISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Contractor"), I the undersigned authorized representative of Contractor, certify to Clear Creek Independent School District ("CCISD") that [check one]:

None of Contractor's employees, or any of the employees of Contractor's subcontractors, are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees and its subcontractors' employees will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor's employees, or the employees of Contractor's subcontractors, are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees and its subcontractor's covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify CCISD in writing within 3 business days.
- (3) Upon request, Contractor will provide CCISD with the name and any other requested information of covered employees so that CCISD may obtain criminal history record information on the covered employees.

If CCISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at CCISD.

I also certify to CCISD on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date

FORM J

REQUIRED VENDOR CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY PROVISION

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 bid the following affidavit:

I, the undersigned vendor, 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 provision, 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 bid or receive a state contract.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS PROHIBITION AGAINST BOYCOTTS OF ISRAEL

As per HB 793, 86th Legislature, R.S. (2019), bidders must complete the following:

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any, (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the 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 refusing to deal with, terminating business activities with or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel or with a person or entity doing business with Israel or an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS PROHIBITION AGAINST DOING BUSINESS WITH TERRORIST ORGANIZATIONS

As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must complete the following:

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS PROHIBITION AGAINST CONTRACTING WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES

As per Section 2274.002 of the Texas Government Code, added by SB 13, 87th Legislature, R.S. (2021), all bidders must complete the following:

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH TEXAS PROHIBITION AGAINST
CONTRACTING WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM INDUSTRY**

As per Section 2274 of the Texas Government Code, added by SB 19, 87th Legislature, R.S. (2021), all bidders must complete the following:

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

(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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when CCISD expends federal funds, CCISD 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(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 CCISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(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 sub-recipient 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 CCISD expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(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 CCISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by CCISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(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 sub-grants 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 CCISD, the vendor certifies that during the term of an award for all contracts by CCISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(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 CCISD, the vendor certifies that during the term of an award for all contracts by CCISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

- (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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended, CCISD 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by CCISD 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 sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When CCISD 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).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

The undersigned, by signature, represents their authorization to bind the bidder to fully comply with the terms and conditions and all forms and attachments of this RFP and proposal.

Person authorized to sign bids, offers and contracts:

Authorized Agents Name (Please print): _____

Title: _____

(Authorized Agents Original Signature)

(Date)

FORM K

SPECIAL TERMS AND CONDITIONS, IF APPLICABLE

Special Conditions are applicable for Installation and/or Services.

- A. **PRESENTATION AND DEMONSTRATION** – If selected as a finalist, vendor agrees to provide the Evaluation Committee with a presentation (if deemed necessary by the Evaluation Committee) at a CCISD location in or near League City, Texas at a time to be determined by CCISD. The proposed primary account manager is expected to conduct the presentation.
- B. **TOXIC SUBSTANCES (ASBESTOS/PCB's)** - Asbestos and polychlorinated biphenyl (PCB) were commonly used construction materials in buildings built prior to 1973 and 1977, respectively. THESE MATERIALS DO NOT PRESENT HEALTH HAZARDS AS LONG AS THEY ARE NOT RELEASED INTO THE AIR OR OTHERWISE DISTURBED. In the event a successful vendor encounters on-site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the successful vendor shall immediately *stop work* in the area affected and report the condition to the District's Toxic Substances Supervisor. The work in the affected area shall not thereafter be resumed except by written agreement of the District and contractor if, in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, or by written agreement between the District and the contractor. The District has established programs to ensure that toxic substances are properly handled. If asbestos must be disturbed, District personnel trained in the proper procedures must handle it in a prescribed manner. If successful vendor finds that his work, or any aspect of his work, will cause any disturbance of any material the successful vendor knows or suspects of containing asbestos or PCB's, the successful vendor **MUST PROCEED NO FURTHER** with that aspect of the job and **MUST REPORT** the asbestos/PCB condition to the District's Toxic Substances Supervisor, to request inspection and spot removal in the areas that might be affected. Examples of work that could disturb asbestos containing materials are: Floor, wall, or ceiling penetrations, Ceiling tile removal, Plumbing changes on insulated piping, Bracket attachments to the structure, Demising wall installation, and Floor strengthening (through attachment of additional beams). The above list is intended to illustrate common situations and IS NOT ALL INCLUSIVE. The **SUCCESSFUL VENDOR IS RESPONSIBLE** for assuring that all of his company's employees, agents, representatives, subcontractors, subcontractors' employees, agents, and representatives, and anyone else performing any aspect of the work resulting from award of this competitive Sealed Proposals are notified of these requirements. Vendors are required, as a part of their proposal submission, to certify they have read, that they understand, and that, if selected as a successful vendor, they will comply with these requirements (See TOXIC SUBSTANCES CONTROL CERTIFICATE.).
- C. **LIQUIDATED DAMAGES** - If successful vendor shall fail to fully complete the work within the times specified, INSTALLATION COMPLETION SCHEDULE above and subject however to extensions of time duly granted in the manner of and for material delays caused by the DISTRICT), successful vendor shall be charged by the DISTRICT as liquidated and ascertained damages the sum of \$1000.00 for each calendar day that the work remains incomplete beyond the times herein fixed for the completion, it being hereby expressly and mutually agreed that from the nature of the case it would be impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that successful vendor should fail to fully complete the work within the times specified, and it being further agreed that said charge herein provided for is reasonable and proper in the premises. The amount so charged may be deducted by the DISTRICT from any moneys which might otherwise be or become payable to successful vendor.

ACKNOWLEDGEMENT

The undersigned, by signature, represents their authorization to bind the bidder to fully comply with the Special Conditions and all forms and attachments of this contract.

Person authorized to sign bids, offers and contracts:

Authorized Agents Name (Please Print):

Title:

(Authorized Agents Original Signature)

(Date)

SPECIAL TERMS AND CONDITIONS, IF APPLICABLE

PROPOSAL SHEET

1. PRICING

Vendor must complete the Pricing for Evaluation Sheets. Pricing is to be written or typed in ink. In case of a discrepancy between the unit and extended pricing, the unit pricing will govern. CCISD reserves the right to award by item, groups, overall, or otherwise as best deemed in the district's interest. Quantities are estimates therefore, the Clear Creek Independent School district may require more or less.

Purchases will be made from (but not limited to) the following categories:

DESCRIPTION

Supplier shall furnish and deliver, as required, propane fuel for the CCISD Transportation Department, in the estimated quantities indicated in the pricing grid, in accordance with the pricing, terms, and conditions stated in this contract document.

2. DELIVERIES

a. Deliveries shall be made to the Clear Creek Independent School District Transportation Facility at 2748 FM 518 East, League City, Texas 77573. Deliveries may be made to the Transportation Department between the hours of 6:00 A.M. and 5:00 P.M., Monday through Friday weekdays (and after hours if called out for emergency delivery).

b. The storage tank on site is 18,000 gallon WC above ground.

c. Deliveries under this bid shall be delivered within 48 hours, after notification by the district. If not delivered within 48 hours the district reserves the right to purchase motor fuel on the open market with all costs in excess of established price charged to the account of the non-responsive vendor.

d. No part of this bid shall be subcontracted to another party for furnishing fuel without approval of the Director of Transportation.

e. Trucks making deliveries shall be equipped with proper ticket printers, meters or State of Texas certified truck tank markings to ensure accurate measures. The tank delivering the motor fuel shall not be used for any other purposes than the transport of LPG/Propane.

f. The contractor shall provide documentation verifying the amount of fuel delivered and the plant of origin of the fuel at time of each delivery.

3. Quality and Specifications:

The fuel received/delivered must comply with the specification of HD5 PROPANE and must be free of particle contaminates that could be picked up during the transportation process; this would include excessive iron oxides. The fuel shall be free of other known contaminants including but not limited to water, hydrogen sulfides, sulfur dioxides, ammonia and any elements outside the specification that causes failure of customer components. The fuel provider will provide random fuel analysis no less than 4 times per year from the source of the fuel supply, terminal/refinery. At the customer's request the fuel provider will take a fuel sample within 48 hours of the customer notifying the fuel provider that they suspect fuel quality issues or contamination based on evidence that may include impairment of site glasses in the piping system, uncommon particulates causing failed fuel injectors or any other vehicle component failures believed to have been caused by fuel quality inconsistency. The fuel provider is responsible to deliver contaminate free odorized fuel within the specification and should a failure of this be experienced and require expenditures to resolve, the fuel provider will reimburse the customer complete for repairs and cleaning of the customers properties

Vendor's ability to make on-time deliveries is essential to the success of the CCISD Transportation Department; and, will be a prime consideration in the evaluation and recommendation for the award of the contract.

The vendor agrees to provide CCISD with unlimited deliveries per day with no additional delivery cost based on the size of the order. CCISD will strive to minimize the number of small order call outs; but, they must keep the CCISD motor fleet up and running. Vendors must state the maximum number of days, after receipt of order (ARO), faxed order, or verbal order from a CCISD using department, for delivery to Transportation.

4. Price:

Bidders are required to bid at a cost per gallon above or below the Butane Propane National (BPN) price report which is published on Tuesday of each week. The bidder shall use the average price for propane from the first BPN price report published each week. The vendor shall furnish the district with a copy of the BPN price report for eek of delivery with the invoice. Prices should be given in differential from rack price for transport loads and bobtail loads. Loads will normally be ordered in transport load quantity. All fees should be included in the per-gallon price. Extra per-load or other fees will not be considered.

Transport Load Price _____

Bobtail Load Price _____

Bobtail Fuel On-site Price _____

Skid Tank Fuel Price _____

Fuel at Vendor Site Price _____