



SANTA FE INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS #21-22002 GROUNDSKEEPING SERVICES

Issued by:

Bryan Holliday

SFISD Purchasing Department

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URL: WWW.SFISD.org

Submittal Deadline & Proposal Opening:
Tuesday, February 24 , 2022 @ 1 p.m.
Santa Fe Independent School District
Cowan Administration Building

Mailing address: PO BOX 370
Santa Fe, TX 77510
Physical address: 4133 WARPAT
SANTA FE, TX 77510

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PART 1.0 – NOTICE OF INTENTION

The Purchasing Department of the Santa Fe Independent School District (“SFISD” or the “School District”) is conducting this procurement to establish a contract for groundskeeping services. The Initial Term of the prospective contract is a period of 15 months, April 1, 2022 through June 30, 2023. The District may elect, with mutual agreement of the awarded vendor, to extend any contract awarded pursuant to this procurement solicitation for up to three (3) additional 12 month terms (individually, a “Renewal Term”). The maximum duration of any contract resulting from this procurement is a total of four (4) years and 3 months, running from the date of execution of the contract by the authorized representative of the District. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the District (“Board”) in a duly called and posted meeting of the Board.

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this RFP and further described in the scope and specification section.

The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ).

PART 2.0 – PROPOSAL REQUIREMENTS

Please read carefully this entire proposal document and specifications. Complete all forms and submit your bid with all appropriate attachments.

2.1 Request for Proposals (RFP) Documents

SFISD procurement solicitation documents are made available to anyone who wishes to submit a proposal.

However, it is the responsibility of the proposer submitting a proposal to make certain that the SFISD has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information. SFISD procurement solicitation documents are available at <https://www.sfid.org/Page/3364>

2.2 Tentative Timetable

SFISD anticipates following the timetable listed below for this job:

| Item | Activity | Date & Time |
|------|--|-----------------------------|
| 1 | Initial Release 1 st advertisement | January 5, 2022 |
| 2 | 2 nd advertisement | January 10, 2022 |
| 3 | Pre-Proposal Meeting | January 18, 2022 at 2 p.m. |
| 4 | Addenda (if any) | February 1, 2022 |
| 5 | Deadline for submission of proposals <i>(See Part 3 – Instruction to Proposers – for detailed submission requirements)</i> | February 24, 2022 at 1 p.m. |
| 6 | Anticipated Award Date | March 28, 2022 |

The table above is only an estimate and may vary.

2.3 Procurement Method

SFISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services. For information regarding the proposal process, contact Bryan Holliday at Bryan.holliday@sfisd.org.

2.4 Rights Reserved by SFISD and Restrictions on RFP Process

- a) SFISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- b) SFISD further reserves the right to award one or more contracts, in part or in whole,

to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with SFISD. SFISD may make multiple awards, and this fact should be taken into consideration by each proposer.

- c) SFISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this RFP.
- d) SFISD reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the District. SFISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. SFISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the District. SFISD also reserves the right as sole judge of quality and equality.

2.5 Questions and Clarification

- a) Questions regarding the requirements specified in this solicitation may be sent via email to Bryan Holliday at bryan.holliday@sfisd.org **no less than five (5) business days** before Feb 1, 2022.
- b) SFISD will not answer verbal questions; any responses to a prospective vendor's questions will be posted through an addendum to the RFP

PART 3.0 – INSTRUCTIONS TO PROPOSERS

This portion of the RFP includes instructions on the format proposers must follow in preparing and submitting their proposals. It further identifies how questions can be raised and will be addressed.

3.1 Compliance with Specifications

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the proposer's submitted proposal. Each proposer, by making its proposal, represents that the proposer has read and understands the RFP and the Agreement.

3.2 Required Proposal Format

Proposers should submit one (1) original of the proposal that includes the following:

- SFISD Vendor Packet (Attachment A)
- Schedule of services per facility (Attachment B, Printed and Excel format)
- Maps of landscape locations (Attachment C)
- A description of proposer's similar experience (Attachment D)
- Evidence of the appropriate license to apply herbicides (i.e. Round-Up, Sahara, Arsenal, etc.) on SFISD property, including all required Texas Department of Agriculture licenses¹
- Proof of insurance as required herein, including liability insurance and workers' compensation coverage (See Section 6.13)
- Felony Conviction Notification (See Page. 27 of RFP 21-22002)
- Certificate of Interested Parties – Form 1295 (See Page. 28 of RFP 21-22002)
- Certification of Criminal History Record Information (See Page. 30 of RFP 21-22002)

3.3 Addendum

Any interpretations, corrections, additions, or changes to this RFP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by SFISD.

3.4 Disqualification

A proposer may be disqualified before or after the proposals are opened, upon 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.

3.5 Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

3.6 Withdrawal of Proposals

A proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.

3.7 Preference

SFISD may apply applicable preferences for Texas residents' proposers in the event of a tie bid. Preferences must be explicitly claimed by proposer and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves

unprocessed locally grown or locally raised agricultural products for use by SFISD in a Child Nutrition Program. *See* Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

3.8 Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the requirements set forth in this RFP, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

3.9 Responsive Proposal

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

3.10 Similar Products

Whenever an article or material is defined by SFISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

3.10 SFISD is tax-exempt

SFISD is tax exempt. Proposal prices should not include taxes.

PART 4.0 – SCOPE & SPECIFICATIONS

4.1 Scope of Services

This Scope and Specifications are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Provide grounds keeping and maintenance to all Santa Fe ISD properties areas identified below, for the following locations, (1) SFISD Santa Fe High School campus, (2) SFISD Junior High campus, (3) Hwy 6 frontage property and old stadium (4) Maintenance and Operations complex & Cowan Administration building (5) Kubacak Elementary campus, (6) R.J. Wollam Elementary campus, (7) Agriculture Facilities (8) Barnett Elementary (9) Behringer Field (10) Transportation complex

The following are approximate and must be verified by the Vendor: (See Attachment C)

Santa Fe High School Campus

16000 HW 6

Santa Fe, TX 77517

~ 28 acres

Santa Fe Junior High School Campus

4132 Warpath

Santa Fe, TX 77510

~ 23 acres

Highway 6 frontage and old stadium

13304 Hwy 6

Santa Fe, TX 77510

~ 5.5 acres

Maintenance & Cowan Administration Building

4135/4133 Warpath

Santa Fe, TX 77510

~ 6.1 acres

Kubacak Elementary Campus

4131 Warpath

Santa Fe, TX 77510

~ 4.3 acres

RJ Wollam Elementary Campus

3400 Avenue S

Santa Fe, TX 77510

~12 acres

Ag Barn

13405 4th ½ street

Santa Fe, TX 77510

~ 11.5 acres

Barnett Elementary campus
11818 FM 1764
Santa Fe, TX 77510
~ 14 acres

Behringer Field
~ 4.5 acres

Transportation
3701 Peck St
Santa Fe, TX 77510
~ 3.5 acres

The Level of Attention (LOA) agreement below shall be used as the basis for work performed under this RFP and the resulting Agreement.

1. GRASS CARE.

1.1. General: Grass height maintained according to species and variety of grass. Mowed according to service schedule. Reseeding or sodding must be done when bare spots are present. Weed control is practiced when weeds are present and a visible. Some pre-emergent herbicide products may be used at this level.

1.2. Turf shall be maintained to a height of three (3) inches

1.3. Sports field turf shall be maintained to a height of two (2) inches, and shall be mowed with reel-style mower

1.4. Vendor shall be responsible at EVERY lawn mowing for trimming around trees, sign posts, fencing, near buildings, in curbs and gutters, around all dumpsters and dumpster area, etc. and any other part of the lawn area where the lawn mowers may not be able to reach during routine mowing. Areas to be trimmed shall be brought to the same level as the mowing level of the lawn. Care shall be taken not to damage structures or trees with equipment.

1.5. All turf areas shall be edged at sidewalks, curbs, hard surfaces, and formal beds. It is required that a power edger with a hard blade be used. Extreme caution should be used to prevent chipping of concrete structures by edging equipment.

1.6. Vendor shall be responsible for removing grass clippings from sidewalks, parking areas, planted areas, barked areas, and other areas that are not part of the grassy area being mowed or maintained.

1.7 Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. If the type of mowers used causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. Windrowed grass caused by mowing heavily dewed grass shall be the responsibility of the Vendor to remove.

1.8 The Vendor shall alter the mowing direction for each successive mowing where feasible. Areas where such alteration of mowing direction is not practicable may be exempted at the discretion of the SFISD. Maintain a uniform lawn height free from scalping.

1.9 All grass under bleachers must be mowed, weeded, or killed. This includes picking up all trash under the bleachers prior to working.

1.10 Grass must be trimmed back away from the track or sprayed and killed along the track (only licensed applicators are allowed to spray pesticides on property and must show proof of such license and follow all state and federal laws and regulations of District IPM plan)

2. TREES SHRUBS AND GROUND COVER AREAS

- 2.1.** Landscape bed areas shall be kept in weed, leaf, and debris free condition. All landscape beds shall be weeded by mechanical and/or chemical means. Pre-emergent may be used up to two times a year with SFISD approval. The SFISD encourages the use of industry recognized IPM practices.
- 2.2.** All ornamental plant material except trees shall be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. Major pruning shall be done at least annually during the growing season. Trees shall be maintained to eight-foot clearance and may require maintenance during the growing season. Shrubs shall be pruned to maintain desired shape and function as needed to provide a neat, trim appearance.
- 2.2.1.** Shrubs shall be pruned monthly to maintain proper shape and appearance.
- 2.2.2.** Shrub trimming technique is based on specific plant type necessities to include removing deadwood, maintaining proper size/shape, and to encourage plant growth.
- 2.2.3.** Shrubs shall be heavily pruned during dormant season to encourage proper growth throughout the coming growth season.
- 2.3.** Ground cover shall be trimmed at the edge of hard surfaces, (sidewalks and curbs), trails, and bed areas. Ground covers shall be trimmed to prevent encroachment into shrubs, trees, utility vaults, irrigation valve boxes, and irrigation heads. Equipment used shall insure proper pruning techniques and that plant material will not be damaged.
- 2.4.** All shrubs and ground cover in landscape bed areas shall be fertilized twice a year with a slow release fertilizer as required by soil testing

3.0 FERTILIZER, HERBICIDE AND ANT TREATMENT

- 3.1** General: Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously. Amounts depend on species, length of growing season, soils, and rainfall. Rates should correspond to at least the lowest recommended rates. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should receive fertilizer levels to ensure optimum growth.
- 3.2** Turf Fertilizer
- 3.3** Applications of fertilizer to irrigated turf to be done at a minimum of 2 times per year for desired results, and not less than the frequency shown in the schedule of services. Any additional applications will be at additional cost to SFISD. Turf areas will be fertilized utilizing ratios based on turf types, overall conditions, and time of year.
- 3.4** Bed Fertilizer
- 3.5** Applications of fertilizer to irrigated turf to be done at a minimum of 2 times per year for desired results, and not less than the frequency shown in the schedule of services. Bed areas will be fertilized utilizing ratios based on plant types, overall conditions, and time of year.
- 3.6** Pre-Emergent Weed Control

3.6.1 Pre-emergent herbicides will be applied to the irrigated turf and bed areas twice annually, utilizing products for specific targeted weeds.

3.7 Post-Emergent Weed Control

3.7.1 Post-emergent selective herbicide applications will be applied as needed to irrigated turf areas, with products approved for specific targeted broadleaf weed control.

3.8 Spot Treat Ant Control:

3.8.1 Spot treatment for individual ant mounds to be done as needed throughout property.

4.0 LITTER CONTROL.

4.1 Vendor shall be responsible for moving debris and items of value found on lawns away from the path of equipment, and grounds maintenance activities prior to beginning mowing, and during mowing operations if also necessary. Return equipment to original location after area is mowed. Accumulated trash and debris shall be properly disposed of in on-site trash containers. Items of value that are damaged while carrying out this contract shall be paid for by the Vendor at replacement cost for the item.

5.0 PRUNING. Performed at least once per season unless species planted dictate more frequent attention.

Sculpted hedges or high-growth species may dictate a more frequent requirement than most trees and shrubs in natural- growth plantings

6.0 OTHER SERVICES

6.1 Leaves shall be removed from all maintained areas. Including turf, landscape beds, and hard surfaces.

The use of power blowers is acceptable, however, debris accumulations must not be blown onto adjacent street surfaces or neighboring properties.

6.2 Weed treatment at hardscape

6.2.1 Undesirable vegetation in sidewalks, curbs, expansion joints, driveways, and other hard surfaces shall receive an approved herbicide application and be removed.

6.3 Encroaching vegetation

6.3.1 All encroaching, neighboring vegetation, including brush, trees and shrubs, shall be kept trimmed from any roads, trails, walkways and maintained areas. Vegetation shall normally be trimmed at property boundaries, but also shall be trimmed to prevent the limitation of sightlines along trails and/or streets. A buffer area of four feet, along all trails maintained, will be kept to a height no greater than four inches where possible

7.0 MISCELLANEOUS

7.1 Storage: Storage of equipment shall be off-site, not on SFISD property. Vendor or their authorized representative must be present to accept delivery of all equipment and/or materials shipments. SFISD personnel will not knowingly accept, unload or store anything delivered to the project site addressed to the Vendor or for the Vendor's use. Inadvertent acceptance of delivery by any representative of the SFISD shall not constitute acceptance or responsibility for any of the materials or equipment. It shall be the Vendor's responsibility to assume all liability for equipment and material delivered to the job site.

7.2 Damages: Wherever any existing material, equipment or appurtenances are damaged by Vendor, the cost of repair or replacement shall be charged to the Vendor. Items covered by this provision include, but are not limited to curbs, sidewalks, lawns (to include scalped areas), plantings, trees, signs, sign posts, down spouts, and refuse containers.

7.3 Disposal: Grass clippings, oil cans, personal refuse and other items for disposal shall be

disposed of by the Vendor in accordance with local, state and federal laws.

7.4 Frequency:

7.4.1 Landscape maintenance shall take place according to frequency tables shown in the Proposal Form.

7.5 Cancellation of scheduled weekly landscape maintenance, or any portion of the landscape maintenance, is permitted by the SFISD if any part of the scheduled mowing is determined to be unnecessary or undesirable by the SFISD. The SFISD agrees to provide notice of cancellation by noon of the day preceding scheduled work to be canceled.

7.6 Time Allotted from Mowing Beginning to End

7.6.1 Entire grounds mowing shall take no more than 2 consecutive days, with the exception of inclement weather delays. The SFISD prefers work to be done in one day, preferably Saturdays, Sundays or holidays. Cutting during school hours should be kept to a minimum and preferably be conducted after 3:30 p.m. or on weekends and holidays unless otherwise approved by SFISD. Weather permitting, work shall be continuous.

7.7 Inclement Weather Rescheduling

7.7.1 Vendor may cancel all or part of a scheduled mowing due to inclement weather. It is the responsibility of the Vendor to contact the SFISD on or before 9:00 a.m. of the day to be canceled, when such cancellation is desired.

7.7.2 Inclement weather shall be defined as weather that both the Vendor and the SFISD agree makes the accomplishment of quality work unfeasible, unusually time consuming, or potentially dangerous, or harmful. In the event mutual agreement cannot be reached for a particular mowing, the inclement weather determination shall be made by the SFISD. However, in the event the SFISD feels the Vendor is inappropriate in their use of this provision, the SFISD reserves the right to cancel this Contract.

7.7.3 Any part of a scheduled mowing that is canceled due to inclement weather shall be rescheduled by the Vendor to a date within three calendar days of the cancellation, or a mutually agreed upon time frame with the SFISD.

7.7.4 The SFISD may, at its option, elects not to reschedule any part of a mowing. The SFISD shall have sole authority to cancel all or part of a mowing.

8.7.5 Any portion of a mowing that is canceled and not rescheduled shall not result in a mowing charge

8.7.6 In the event of on-going wet weather, the Vendor and the SFISD will negotiate a strategy to accomplish the necessary work.

8.7.7 In areas of poor drainage which adversely affect the work of the Vendor, the Vendor shall be responsible for informing the SFISD of the affected area. The SFISD will have discretionary authority to waive work quality standards in areas which both the SFISD and the Vendor agree are problematic

7.8 Pesticide use: The SFISD shall be notified prior to any pesticide use, and what pesticide will be used within SFISD property. The SFISD should also be provided with any MSDS sheets for the pesticides that will be used. The Vendor shall possess a current

Commercial Pesticide Applicator Company License and all other licenses and permits required for compliance with all regulations and statutes.

8.0 DOCUMENTS FORMING THIS REQUEST FOR PROPOSAL

- 8.1** This document
- 8.2** Vendor Packet (Attachment A)
- 8.3** Schedule of services per facility (Attachment B)
- 8.4** Landscape locations map (Attachment C)
- 8.5** Proposer's list of similar experiences (Attachment D)

PART 5.0 – EVALUATION AND AWARD OF PROPOSALS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation, to be the best value to SFISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

5.1 Evaluation Criteria

SFISD will review and evaluate proposals and make a recommendation to the SFISD Board of Trustees. SFISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

| Evaluation Factors | Weighted Value |
|--|------------------|
| 1. Price | Points 40 |
| 2. Reputation of Vendor and of Vendor's goods and/or services | Points 10 |
| 3. Quality of Vendor's goods and/or services | Points 10 |
| 4. Extent to which the goods and/or services meet SFISD's needs, Including Vendor's demonstrated ability to obtain replacement parts and equipment | Points 10 |
| 5. The Vendor's past relationship with any educational entity | Points 5 |
| 6. Employs 25 or more persons in this state who will perform services | Points 5 |
| 7. Total long-term cost to SFISD to acquire Vendor's goods and/or services | Points 10 |
| 8. Has its principal place of business in this State | Points 10 |
| | <hr/> 100 Points |

5.2 Estimated Quantities

SFISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. SFISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

5.3 Formation of Contract (Execution of Offer)

A response to this solicitation is an offer to contract with SFISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a contract unless and until it is accepted by SFISD after approval by the SFISD Board of Trustees. The proposer must submit a signed Execution of Offer Form.

5.4 Non-Exclusive Contract

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of SFISD. SFISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in SFISD's sole discretion.

PART 6.0- GENERAL TERMS AND CONDITIONS

The words “bids,” “requests for proposals,” “quotes,” “RFPs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term “Vendor” means each awarded vendor chosen by SFISD.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED IN THE PROPOSAL.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by SFISD and eliminated from further consideration by SFISD.

This Agreement is entered into between Santa Fe Independent School District (“SFISD”) and Vendor, having submitted a proposal in response to a procurement solicitation issued by SFISD and whose proposal has been accepted and awarded by SFISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SFISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

6.1 Agreement Terms; Amendment

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor’s order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by SFISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by SFISD’s Superintendent or designee after any necessary approvals have been obtained from the SFISD Board of Trustees.

6.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of SFISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of SFISD. Vendor is required to notify SFISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

6.3 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

6.4 Certifications

- a. Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
- b. If (a) Vendor is not a sole proprietorship; (b) Vendor 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, Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include 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 in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes.

6.5 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Uniform Guidance for Federal Awards (2 CFR Part 200), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to SFISD. For the entire duration of this Agreement, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the SFISD’s Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

6.6 Confidentiality

Vendor acknowledges that SFISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability SFISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by SFISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

6.7 Contract Term

The initial term of the Agreement is for a period of fifteen (15) months, with SFISD having the option to renew the Agreement for three (3) additional years in one (1) year increments. Consequently, the total term of the Agreement may be for a period of four (4) years and three (3) months. The phrase “Term” in this Agreement shall mean the then- current Term of the Agreement, whether the initial term or a renewal term.

6.8 Entire Agreement

This Agreement, the procurement solicitation issued by SFISD, and Vendor’s proposal submitted in response to SFISD’s procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by SFISD or Vendor’s proposal submitted in response to SFISD’s procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by SFISD and Vendor’s proposal submitted in response to SFISD’s procurement solicitation, SFISD’s procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating

hereto and which may be issued by Vendor after the Effective Date of this Agreement.

6.9 Force Majeure

Neither SFISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, SFISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of SFISD's contractual, legal, or equitable rights.

6.10 Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. The mandatory, exclusive jurisdiction for any dispute under this Agreement is in the state and federal courts for Harris County, Texas.

6.11 SFISD Property

In the event of loss, damage, or destruction of any property owned by or loaned by SFISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify SFISD and pay to SFISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of SFISD's determination of the amount due. If Vendor fails to make timely payment, SFISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by SFISD.

6.12 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD SFISD 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, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO

DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by SFISD.

6.13 Insurance

Vendor is required to provide SFISD with copies of certificates of insurance for Texas Worker's Compensation and General Liability Insurance. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to SFISD prior to commencement of any work under this Agreement. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to SFISD. Vendor shall give SFISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

Minimum Insurance Requirements:

- Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability.
- All policies of insurance shall waive all rights of subrogation against SFISD, its officers, employees, and agents.
- SFISD shall be named as an "additional insured" on insurance policies, except Worker's Compensation.
- Upon request, certified copies of original insurance policies shall be furnished to SFISD.
- SFISD reserves the right to require additional insurance should SFISD deem additional insurance necessary, in SFISD's sole discretion.
 - A. Workers' Compensation (with Waiver of subrogation to SFISD)
Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
 - B. Statutory, and Bodily Injury by Accident: \$100,000 each employee.
Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee.
Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.

6.14 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.

6.15 Invoices; Payments

Invoices shall be directed to SFISD's Business Office. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during SFISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date SFISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date SFISD

receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from SFISD not later than the tenth (10th) day after the date Vendor receives the payment from SFISD. The exceptions to payments made by SFISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement. **ACH payment is required.**

6.16 New and/or Additional Products/Services

New or additional products/services that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from SFISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. No products/services may be added to avoid competitive procurement procedures. SFISD may reject any proposed additions, without cause, in its sole discretion.

6.17 No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by SFISD, Vendor will not deliver substitutes without prior authorization from SFISD.

6.18 No Agency or Endorsements

SFISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of SFISD and is not an employee, agent, joint venture, or partner of SFISD, and 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 SFISD and Vendor or SFISD and any of Vendor's agents. Vendor agrees that SFISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

6.19 Non-Appropriation Clause

Renewal of this Agreement, 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 Agreement or obligation imposed on SFISD by this Agreement, SFISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of SFISD if it is determined by SFISD, in SFISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of SFISD's current revenue only.

6.20 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

6.21 Penalties

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, SFISD may take the following action(s), in SFISD's sole discretion, and Vendor agrees to comply with SFISD's action(s):

- (a) insist that Vendor honor the quoted price(s) specified in Vendor's proposal.
- (b) have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by SFISD).
- (c) have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
- (d) recommend to SFISD's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to SFISD and/or that this Agreement be terminated.

6.22 Performance

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement.

6.23 Prices

All prices in Vendor's proposal shall be firm for the Term of the Agreement. Vendor may request a price increase each renewal term (if any), in an amount that constitutes the lesser of 5% or the percentage increase in the Services category of the Consumer Price Index; if the CPI is zero or negative, the prices will remain unchanged for the renewal term. Any other price changes shall be presented to SFISD for acceptance or rejection by SFISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by SFISD prior to taking effect, and the following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

6.24 Quantities

Because all commodities will be provided on an "as needed" basis, SFISD makes no representation either orally or in writing to the amount of commodities, services, or related items SFISD will use during the Term of the Agreement.

6.25 Records Retention

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 SFISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by SFISD 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 SFISD 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.

6.26 Right to Audit

SFISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to SFISD in connection with Vendor's work for SFISD and shall be open to inspection and subject to audit and/or reproduction by SFISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- (a) Vendor's compliance with this Agreement and the requirements of the solicitation,
- (b) compliance with SFISD procurement policies and procedures,
- (c) compliance with provisions for computing billings to SFISD, and/or any other matters related to this Agreement.
- (d) any other matters related to this Agreement.

6.27 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by SFISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by SFISD. Vendor shall indemnify and hold SFISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

6.28 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason 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.

6.29 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to SFISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between SFISD and any such subcontractor, nor shall it create any obligation on the part of SFISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

6.30 Taxes

SFISD is tax-exempt, and SFISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. SFISD shall not be liable for any taxes resulting from this Agreement.

6.31 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold SFISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

6.32 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of SFISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, SFISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of SFISD. SFISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. SFISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if SFISD believes, in its sole discretion, that it is in the best interest of SFISD to do so. Vendor agrees that SFISD shall not be liable for damages in the event that SFISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

6.33 Title and Risk of Loss

Whenever SFISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of SFISD's acceptance of the item or payment of the applicable invoice. All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal.**

6.34 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. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

6.35 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of SFISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by SFISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

6.36 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on SFISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on SFISD's property.

6.37 Special Conditions

The provisions of this section entitled "**SPECIAL CONDITIONS**" shall govern in the event of discovery of **TOXIC SUBSTANCES (ASBESTOS/PCB's)** - Asbestos and polychlorinated biphenyl (PCB) which 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 insure 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.

6.38 Safety Data Sheets (SDS)

The Federal Government requires that the District obtain current and accurate Safety Data Sheets for each product which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The successful vendor must furnish these sheets on all items with the initial delivery of each item to the warehouse and/or campus location.

PART 7.0 – PROPOSAL FORM

Having examined the Request for Proposal prepared by the Owner, and in submitting this proposal, the undersigned agrees to the following:

1. To hold the proposal open for acceptance by the Owner for 60 days.
2. To hold alternate proposals, open for acceptance by the Owner for 120 days
3. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
4. The Owner reserves the right to award some, none, or combinations of proposals deemed most advantageous to the Owner.
5. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
6. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
7. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
8. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with: the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
9. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason whatsoever.
10. Respondent has visited the site of the proposed work and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
11. The unit price, if requested, for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

¹ Proposers must provide evidence that either they directly hold all appropriate licenses to apply herbicides, including all required Texas Department of Agriculture licenses, or that a subcontractor of Proposer holds all such appropriate licenses. If Proposer proposes to use a subcontractor who holds all required licenses to apply herbicides on SFISD property, Proposer must provide evidence of the subcontractor's licenses, and by submitting a proposal, Proposer agrees that only the properly licensed subcontractor shall apply herbicides on SFISD's property and that Proposer shall be fully responsible to SFISD for all acts and omissions of the subcontractor. *See also* Section 6.29.

SANTA FE ISD

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into 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.

Contractor’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 of Company Official: _____

Date: _____

SANTA FE ISD
CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Form 1295 must be filled out electronically with the Texas Ethics Commission’s online filing application and included with the proposal. Section 2252.908 of the Texas Government Code prohibits the District from entering into a contract resulting from this CSP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to the District. Effective January 1, 2018, 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.

The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person: a) who has a controlling interest in a business entity with whom the District contracts; or b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means: a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; b) 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 c) 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. Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who: a) receives compensation from the business entity for the person’s participation; b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **Complete 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 All vendors must complete Form 1295 **even if no interested parties exist.**
- (2) **Print a copy of the completed form.** Make sure that the form has a computer-generated certification number in the “Office Use Only” box.
- (3) **Have an authorized agent of the business entity sign the form.**

Submit the completed Form 1295 by including the form with your proposal.

**CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION
REVIEW BY SERVICE CONTRACTOR**

Certifying Affidavit submitted to:

Name of School District: _____

Mailing Address: _____

Project/Agreement: _____

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to _____ Independent School District (the “District”) the following (please check the option that applies):

Such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees of the contracting firm who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the contracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

Such firm has ensured that all employees of the contracting firm who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee) have submitted all information necessary for the LEE Fast Pass

process, but such firm does not have access to the results of the criminal history search.

No employees, including the undersigned, have or will have direct contact with students, as defined by Tex. Admin Code §153.1101(7).

If the public work involves an existing “instructional facility,” as defined by Tex. Ed. Code §46.001, such firm certifies that (1) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (2) that the contractor has adopted a policy prohibiting employees, including subcontractor employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area. Such firm further certifies that it has an ongoing responsibility to make a reasonable effort to ensure that the aforementioned conditions/precautions continue to exist throughout the time that the contracted services are provided.

(3) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any subcontractor of the contracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee’s or independent contractor’s national criminal history record information has been reviewed, cleared and certified, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the contracting firm will immediately remove or cause the removal of such employee from the Project or scope of the Agreement and notify the District.

(5) If applicable, the undersigned agrees that its use of the District's DPS LEE Pass account/number to obtain criminal history information in no way creates any agency relationship between the District and the undersigned or its employees.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20_____.

Notary Public _____ State of _____

My Commission expires _____

PART 8 – REQUIRED FORMS

Vendor: _____

- SFISD Vendor Packet (Attachment A)
- Schedule of services per facility (Attachment B, Printed and Excel format)
- Maps of landscape locations (Attachment C)
- A description of proposer's similar experience (Attachment D)
- Evidence of the appropriate license to apply herbicides (i.e. Round-Up, Sahara, Arsenal, etc.) on SFISD property, including all required Texas Department of Agriculture licenses¹
- Proof of insurance as required herein, including liability insurance and workers' compensation coverage (See Section 6.13)
- Felony Conviction Notification (See Page. 27 of RFP 21-22002)
- Certificate of Interested Parties – Form 1295 (See Page. 28 of RFP 21-22002)
- Certification of Criminal History Record Information (See Page. 30 of RFP 21-22002)