

**CLEBURNE INDEPENDENT SCHOOL DISTRICT
Request for Proposal (RFP)**

2024 Summer Painting Projects

- **Advertise:** Saturday March 23, 2024 and Saturday March 30, 2024
- **Proposal Due Date:** Tuesday April 09, 2024 @ 10:00 AM

Please Note the Following Information:

No late proposals will be accepted.

No faxed or electronic proposals will be accepted.

Please submit **one original copy** to:

**Cleburne ISD
505 N. Ridgeway, Suite. 100
Cleburne, Texas 76033**

Proposer's Certification

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

NOTE: Proposer is strongly encouraged to read the entire package prior to submitting.

Firm/Company Name:	Telephone number:
Address:	Fax number:
City:	Web address:
State and Zip Code:	Email address:
Signature: <i>(person authorized to sign RFP)</i>	Your title/position:
Printed Name:	Date:

CLEBURNE INDEPENDENT SCHOOL DISTRICT

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I. PROPOSAL NOTICE

The Board of Trustees for the Cleburne Independent School District will accept proposals at 505 N. Ridgeway Dr., Suite 100, Cleburne, Texas until 10:00 a.m. on Wednesday April 09, 2024.

Proposals will be opened and read aloud for goods and services as follows:

Base Proposal:

1. Interior painting and any drywall repair of Cleburne High School at 850 N Nolan River Rd, Cleburne, Texas 76033

Interested proposers are required to attend the pre-proposal meeting and facilities tour beginning at: Cleburne High School, 850 N Nolan River Rd, Cleburne, Texas 76033 9:00 a. m., Saturday, April 06, 2024.

Any questions should be directed to Kurt Benson, Director of District Maintenance for Cleburne Independent School District via email or by phone: kbenson@c-isd.com, 817-202-1182. In addition, specifications may be picked up at the Cleburne Independent School District Maintenance Building located at 2403 North Main Street, Cleburne, Texas 76033, or download from the website at <https://www.c-isd.com/Page/95>

Cleburne Independent School District reserves right to reject any or all proposals and to waive irregularities or informalities as may be deemed in Cleburne Independent School District's interest.

Cleburne Times Review – Please run Saturday, March 23, 2024, and Saturday, March 30, 2024.

II. PROPOSAL INSTRUCTIONS

PART - GENERAL

1.1 RECEIPT AND OPENING OF PROPOSALS

A. Cleburne Independent School District (hereinafter referred to as the "Owner"), invites SEALED PROPOSALS for Summer Painting Projects

B. SUBMISSION OF PROPOSALS: Sealed Proposals shall be submitted to:
Cleburne ISD Administration Office
505 N. Ridgeway Drive
Suite 100
Cleburne, Texas 76033

SEALED PROPOSALS SHALL BE SUBMITTED NO LATER THAN THE FOLLOWING TIME AND DATE: Wednesday, April 09, 2024 @10:00 am

ALL ENVELOPES CONTAINING PROPOSALS SHALL BE MARKED WITH: **2024 Summer Painting Projects**

ALL PROPOSALS MUST BE RECEIVED IN THE ADMINISTRATION BUILDING OF CLEBURNE INDEPENDENT SCHOOL DISTRICT BEFORE THE OPENING DATE AND TIME.

A PRE-PROPOSAL WALK-THROUGH for this project will be held by the Owner at the following date, time, and location:

Date: Saturday, April 06, 2024

Time: 9:00 AM (local time)

Location: Cleburne High School, 850 N Nolan River Rd, Cleburne, Texas 76033

All proposers desiring to submit a proposal for the work are **REQUIRED** to have a representative at the pre-proposal walk-through. PROPOSERS ARE REMINDED THAT VERBAL RESPONSES ARE NOT BINDING - ONLY QUESTIONS ANSWERED BY FORMAL WRITTEN ADDENDA WILL BE MADE PART OF THE PROPOSAL DOCUMENTS.

C. LATE PROPOSALS: Owner is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in at the Owner's district office shall be the official time of receipt.

D. OPENING: Proposals will be opened, and names of proposers and pricing will be read aloud.

E. LOCATION OF PROPOSAL OPENING: Proposals will be publicly opened on date and at time previously indicated. Openings will be at the following location:
Cleburne ISD Administration Office
505 N. Ridgeway Drive
Suite 100
Cleburne, Texas 76033

- F. NO oral, telegraphic, telephonic, facsimile transmitted, or emailed proposal(s) will be considered.

1.2 METHOD OF PROPOSAL

- A. DOCUMENTS: Each proposer must submit a complete set of proposal documents.
- B. ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Owner.
- C. INDEMNIFICATION: Successful proposer shall defend, indemnify and save harmless Owner and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property arising out of the award of the contract or on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal, and shall pay any judgment costs which may be obtained against Owner and Architect growing out of such injury or damages.
- D. COMPLIANCE: Proposal(s) must comply with all Federal, State, County, and local laws. Contractor shall not hire nor work any illegal alien.

1.3 PREPARATION OF PROPOSAL

- A. Make proposal in name of principal and, if co-partnership, give names of all parties.
- B. Give proposer's complete address.
- C. If proposal(s) are submitted by an agent, provide satisfactory evidence of agency authority.
- D. Fill in all prices in both words and figures.
- E. Add 5% for Owners Contingency (*Not Required for Unit Pricing*)
- F. Submit proposal in sealed envelope.
- G. Indicate on outside of envelope: name of proposer, proposer's address, and name of project for which proposal is submitted.
- H. If forwarded by mail, enclose sealed envelope containing proposal in another envelope addressed as indicated.
- I. Proposal(s) must be received prior to opening time. Any proposal received after the designated opening date and time listed herein shall be unopened and will be considered void and unacceptable.

1.4 PROPOSAL/PROJECT SECURITY

- A. Bond Requirement
 - 1. *For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract solely for the protection and use of payment*

bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. Gov't Code 2253.021(c)

*In the event that the total cost submitted, including alternatives, is less than Twenty-Five Thousand Dollars (\$25,000.00) the successful proposer is not required to furnish a Payment Bond. However, the successful proposer will be required to furnish good and sufficient proof that all claimants who have furnished labor or materials have been paid in full prior to acceptance by the District. *

2. *For a contract in excess of \$100,000, a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents. The bond is solely for the protection of a district. Gov't Code 2253.021(b)*
3. *Proposal/Bid Bond - Each proposal shall be accompanied by a cashier's check or certified check made payable to Cleburne ISD, or a proposal bond, duly executed by the proposer as principal and having surety thereon as a surety company approved by Cleburne ISD, in the amount of five (5%) percent of the total proposal. The proposal security must be enclosed in the same envelope as the proposal.*

- B. Each proposal must be accompanied by information establishing that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements have been met, including limits and ratings or other evidence of company solvency.

Proposer must demonstrate to Owner that they can secure required bonds, issued by a corporate surety company, authorized and admitted to do business in the State of Texas and licensed in the State of Texas, to issue such bond, which bonds shall be written in the form acceptable to the Owner.

1.5 WITHDRAWAL OR REVISION OF PROPOSAL

- A. Proposal may be withdrawn or revised prior to scheduled time for opening, under the following terms:
1. Proposer may, without prejudice to himself, withdraw proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.
 2. After opening, no proposal may be withdrawn.
 3. Any alteration or erasure made before receiving time must be initialed and dated by the signer of the proposal, guaranteeing authenticity.

1.6 NON-RESPONSIVE PROPOSAL

- A. Proposal(s) are considered NON-RESPONSIVE and may be rejected for the following reasons unless otherwise provided by law:

1. If there are unauthorized additions, conditional proposals, or irregularities of any kind which may tend to make proposal incomplete, indefinite, or ambiguous.
 2. If proposer adds any provisions reserving right to accept or reject any award, or to enter into Contract pursuant to an award.
- B. Owner reserves right to reject any or all proposals and to waive irregularities or informalities as may be deemed in Owner's interest.

1.7 INTERPRETATIONS

- A. If proposer for proposed work is in doubt as to the true meaning or intent of the proposal documents, proposer must submit a written request for interpretation, directed to:

Cleburne Independent School District
ATT: Kurt Benson, Director of Maintenance
505 N Ridgeway Dr.
Suite 100
Cleburne, Texas 76033
kbenson@c-isd.com

- B. Proposer submitting a request is responsible for its prompt and actual delivery.
- C. Requests for interpretations must be sufficiently received prior to proposal due date, but no later than April 09, 2024, at 9:00 A.M.
- D. All interpretations or clarifications considered necessary by and approved by Owner in response to proposer's request, will be issued by written Addenda.
- E. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.
- F. Owner is not responsible for any other explanation or interpretations, which anyone presumes to make.
- G. Any interpretations, corrections, approvals, supplemental instructions, or changes to the proposal documents will be made by written Addenda. Sole issuing authority of Addenda shall be vested in the Cleburne Independent School District.
- H. Addenda can only be issued by the Owner.
- I. Addenda will be posted to the Owner's Web Page. Addenda may be obtained from the internet/web site address at <https://www.c-isd.com/Page/95>, or by choosing "web site index", then "Business/Purchasing", and from there link to "Current Proposal/ Proposals". It is your responsibility to obtain any Addenda that pertains to this proposal.
- J. Proposers shall acknowledge receipt of all Addenda.
- K. Failure to receive any Addenda does not relieve proposer from any obligation under their submitted proposal.

L. All formal written Addenda become a part of the proposal documents.

1.8 INSURANCE REQUIREMENTS

The successful contractor will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Owner requires that contractor’s insurance be placed only with companies that have achieved at least an “A” rating with A.M. Best. Owner reserves the right to require higher limits of coverage depending on the size, scope, and nature of the contract. Owner (Cleburne ISD) must be named as an additional insured.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
1. Workers’ Compensation	Statutory
2. Employer’s Liability	\$500,000 each accident
	\$500,000 disease policy limit
	\$500,000 disease each employee
3. Commercial General Liability	\$500,000 combined single limit policy aggregate
	\$500,000 combined single limit each occurrence

(Property damage deductible not to exceed \$1,000 per occurrence).

1.9 METHOD OF AWARD

- A. Criteria: Per Section 2269.055 (a) of the Government Code in determining to whom to award a contract a district may consider:
- The price;
 - The offeror’s experience and reputation;
 - The quality of the offeror’s goods or services;
 - The extent to which the goods and services meets the needs of the District;
 - The vendor’s past relationship with the District;
 - Whether the offeror’s financial capability is appropriate to the size and scope of the project; and
 - Any other relevant factor specifically listed in the request for Proposals, Proposals, or qualifications.

	FACTORS	WEIGHT
1	The price	40 points
2	The offeror’s experience and reputation	10 points
3	The quality of the offeror’s goods or services	10 points
4	The extent to which the goods or services meets the District's needs	10 points
5	Vendor past relationship with the District	10 points
6	The offeror's proposed personnel	10 points

7	The offeror's financial capability is appropriate to the size and scope of the project	5 points
8	Any other relevant factor(S) listed in the specifications	5 points
	<i>TOTAL POINT WEIGHT</i>	100 points

It is the responsibility of each proposer to provide all information necessary to evaluate their proposal under the named criteria.

B. Per Section 44.043 of the Texas Education Code, in engaging in an activity which this section applies, a Government Entity:

1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
2. Shall ensure that its proposal specifications and any subsequent contact or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

C. This proposal shall be awarded in the best interest of the Owner to the Contractor that supplies the best value to the Owner. The Owner reserves the right to accept or reject any and all proposals and to waive technicalities and informalities, and to be the sole judge of quality and equality. Awards will be based on what is, in our opinion, most advantageous to the Owner.

D. Minimum Standards for Responsible Proposer: Proposers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:

1. have adequate financial resources and secure necessary bonds;
2. be able to comply with the required or proposed schedules;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award.

The Owner may require other information sufficient to determine proposer's ability to meet these minimum standards listed above.

E. In addition to requirements of the proposal documents, Owner may require additional information to establish responsibility of proposer. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, proposer must submit all data to Owner. Owner may also consider and use as part of the evaluation, the

operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted in the proposal documents or prior to the award of contract.

- F. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposer, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the proposal documents to Owner's satisfaction within the prescribed time.
- G. If the Contract is to be awarded, it will be awarded to the best-qualified proposer whose evaluation, by Owner, indicates to be in the best interests of the project.
- H. Evaluation of Alternates: Any and/or all/none of the alternates may be considered in evaluation. Owner may award contract on base proposal plus any and/or all/none of the alternates.
- I. Unbalanced Proposal: If the best proposer's proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the proposal will be considered as non-responsive and will not be considered for award. The Owner reserves the right to evaluate and determine the next qualified proposer for consideration of award.
- J. Owner anticipates award within thirty (30) days after proposal opening.

1.10 CONFIDENTIAL DATA

Any data that is to be considered as confidential in nature must be clearly marked as such by proposer and will be treated as confidential by Owner to the extent allowable by the Texas Public Information Act.

1.11 VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

1.12 CONTRACT

The issue of a legitimate Cleburne ISD Purchase Order (PO) and signed proposal document by the owner and contractor will be the accepted contract.

1.13 TEXAS ETHICS COMMISSION-FORM 1295

The recommended contractor will be required to submit a completed Texas Ethics Commission Form 1295. No PO can be issued until the 1295 has been successfully completed.

III. PROPOSAL FORM

Having examined all documents prepared by the Owner, dated March 22, 2024, and having examined site conditions, the undersigned proposes to perform all work as proposed for the above-named project. With an agreed upon proposal, the undersigned proposes to furnish all labor, equipment and materials to complete the above- named project.

BASE PROPOSAL BREAKDOWN: Interior Painting of Cleburne High School

1. Area #1 \$ _____

2. Area #2 \$ _____

3. Area #3 \$ _____

5% Owner Contingency \$ _____

Total: \$ _____

Area Pricing for Future:

1. Addendums #1 \$ _____

2. Addendums #2 \$ _____

3. Addendums #3 \$ _____

The contractor further agrees to hold proposed price firm for a minimum of sixty (60) days from the date of the proposal opening. Ensure payment and performance bonds are included, if applicable.

Name of Firm/Company:	Address:
City/State/Zip Code:	Telephone:
Authorized Signature:	Printed Signature
Title:	Date:

IV. ATTACHMENT ACKNOWLEDGEMENT

Acknowledge the following items are attached to this proposal (if required):

Bid Bond or Cashier's Check		Felony Conviction Notice	
Non-Collusion Affidavit		Certificate of Residency	
Conflict of Interest		Certification Regarding Debarment	
HB 89 Verification		W-9	

Acknowledgement of Addenda

Number: _____	Number: _____	Number: _____
Date:	Date:	Date:
Pages	Pages:	Pages:

ACKNOWLEDGEMENT OF PROPOSAL

Name of Firm/Company:	Address:
City/State/Zip Code:	Telephone:
Contact Person:	Email:
Authorized Signature:	Title (Seal, if a corporation)

It is understood that the right is reserved by the Owner to reject any or all proposals or waive any informalities in the proposal process.

THIS FORM MUST BE SUBMITTED BY 10:00 A.M., APRIL 09, 2024

V. FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (printed): _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of felon(s): _____

Conviction details: _____

Signature of Company Official: _____

VI. NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

(Name) _____, of lawful age, and being duly sworn on oath, says that (s)he is the agent authorized by the proposer to submit the attached proposal. Affiant further states that the proposer has not been a party to any collusion among proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any District employee, Board Trustee, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions or actions between proposers and any District employee, Board Trustee, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

Signature: _____

Title of Above Signatory: _____

Subscribed and sworn to before me on this _____ day of _____, 2024.

Notary Public Signature: _____

Seal

VII. BACKGROUND CHECK STATEMENT FOR BIDS/RFPs

During the term of this agreement, vendors/contractors/subcontractors and their employees who have the potential to have continuing duties and direct contact with students must submit to a criminal background check in compliance with Texas Education Code 22.0834.

Vendors/contractors/subcontractors may not commence work until all such employees have completed the background checks and received CISD badges from Cleburne Independent School District (Owner).

A vendor/contractor/subcontractor who works on District property where students are present may be disqualified to serve as a vendor/contractor/subcontractor with the District if his or her criminal history shows conviction, probation or adjudication for any offense which the District believes may compromise the safety, security or well-being of students, staff or facilities.

VIII. CERTIFICATE OF RESIDENCY

The state of Texas has passed a law concerning non-resident proposers. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Owner to determine the residency of its proposers. In part, this law reads as follows:

Section: 2252.001

(3) *“Non-resident proposer” refers to a person who is not a resident.”*

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

Section: 2252.002

“A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident proposer under proposals the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to under proposal the nonresident proposer to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that (Name of proposing company) _____ ,
under Section: 2252.001 (3) and (4), is a:

_____ Resident Proposer

_____ Non-resident Proposer

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

_____, in the state of _____.

1) Does your “resident state” require proposers, whose principal place of business is in Texas, to underbid proposers whose residence state is the same as yours by a prescribed amount or percentage to receive a Comparable contract? Yes_____ No_____

2) If yes, what is that amount or percentage? _____

Signature of Authorized Company Representative:

Printed Name of Authorized Company Representative:

IX. HOUSE BILL 89 – VERFICATION FORM

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, subtitle F, Title 10, Government Code by adding Chapter 2270, which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification form the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract Pursuant to Section 2270.001, Texas Government Code:

- 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

X. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify the Owner in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to: Sarah Taylor; Chief Financial Officer; Cleburne Independent School District; 505 N. Ridgeway, Suite 100, Cleburne, Texas 76033.

I attest that I have answered the questions regarding debarment and suspension truthfully and to the best of my knowledge.

Corporate Officer's Signature: _____

Printed name: _____

Title: _____

XI. FORM 1295 INSRUCTIONS

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity (vendor) unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

The Form 1295 must be filed electronically by the business entity/vendors with the Texas Ethics Commission before the contract may be entered into. Please go to the following website to learn how to submit your form. The website is:

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

There are two (2) short videos that are helpful in completing and filing Form 1295. The videos are: "Logging In the First Time - Business User" and "Form 1295 How to Create a Certificate Business Entity". These videos will show you step-by-step directions on setting up an account with the Texas Ethics Commission and how to submit Form 1295.

First, click on the LOG IN button from the above mentioned website; it will take you to "Choose your filing authority". From there, click on FORM 1295 FILINGS.

Click on CLICK HERE IF YOU DON'T HAVE A USER ID to create an account. When the required information is entered, choose Business Entity from the SELECT USER TYPE drop down box and then CREATE ACCOUNT.

Once the account is set up an email will be received from the Texas Ethics Commission. Follow the link in the email to enter a new password, set up security questions, and complete mailing address.

When registration is complete, you will be able to complete Form 1295. Once you have completed Form 1295 on-line with the Texas Ethics Commission, print it and send to the Government Entity (Cleburne Independent School District aka Owner). Upon receipt of Form 1295, Owner will go to the Texas Ethics Commission website and accept the form electronically.

This is now a requirement to do business with the Owner for purchases of \$25,000 and over.

XII. CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

XIII. FEDERAL W-9

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
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1 Name (as shown on your income tax return; name is required on this line; do not leave this line blank)

2 Business name/disregarded entity name, if different from above

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.

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (LLC or partnership, S-S or partnership, F-Partnership) ▶

Note: Check the appropriate box if the filer above for the tax classification of the disregarded entity. Do not check LLC if that LLC is classified as a single-member LLC that is disregarded from the federal income tax return of the LLC filer. If that LLC is not disregarded from the owner's U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner's tax return should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 2):

Exemption code (if any) _____

Exemption from FATCA reporting (code if any) _____

5 Has been (number, street, and city and state ZIP) (see instructions)

Requester's permanent address (if any)

6 City, state, and ZIP code

7 Let account number(s) here (optional)

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	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check box 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 I, later.

Sign Here

Signature of U.S. person ▶	Date ▶
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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 or 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-S (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-B (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-F (student loan interest), 1098-E (tuition)
- Form 1098-C (cancelled debt)
- Form 1098-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.

XIV. CHAPTER 2274 VERIFICATION



DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Texas Government Code, Chapter 2274, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not discriminate against firearm and ammunition Industries during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Owner that the Company:

1. Does not discriminate against the firearm and ammunition Industries, and;
2. Will not discriminate against firearm and ammunition Industries during the term of the contract (if any) between the above names Company, business or individual with the Owner. This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 2274.001:

1. *"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:*
 - (A) *Refuse to engage in the trade of any goods or services.*
 - (B) *Refrain from continuing an existing business relationship.*
 - (C) *Terminate an existing business relationship; or*
 - (D) *Otherwise express a prejudice against the entity or association.*
2. *Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and;*
3. *Will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.*
4. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICIALS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON THE OWNER'S REUANCE ON THIS VERIFICATION.

Exempt due to (check applicable condition):

_____ Sole Proprietorship

_____ 10 or fewer employees

Signature of Company Representative: _____

Printed Name and Title: _____

Company Name: _____

Address: _____

City/State/Zip Code: _____

NOTE: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with the Owner.

XV. CHAPTER 809 VERIFICATION



DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by adding Chapter 2274, (TX SB13, 2021-2022, 87th Legislature), if contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Owner that the Company:

1. Does not boycott energy companies; and
2. Will not boycott energy companies during the term of the contract (if any) between the above named Company, business, or individual with the Owner. This statement will also be included on any contract that may result from this procurement.

Pursuant to Texas Government Code Section 1.A.8.809 and Section 2.F.10.2274:

1. *"Boycott energy company" means, without an ordinary business purpose, 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 a company because the company:*
 - (A) *Invests in or assist in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy; or*
 - (B) *Does business with a company described in Paragraph (A).*
2. *"Listed company" means a company listed by the comptroller under Section 809.051.*
3. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICIALS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON THE OWNER'S REUANCE ON THIS VERIFICATION.

Exempt due to (check applicable condition):

_____ Sole Proprietorship

_____ 10 or fewer employees

Signature of Company Representative: _____

Printed Name and Title: _____

Company Name: _____

Address: _____

City/State/Zip Code: _____

NOTE: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with the Owner.

XVI. SCOPE OF WORK

PART A – PAINTING UPGRADES:

This project must be completed by July 31, 2024

Paint Cleburne High School:

1. Paint two coats on interior walls
2. Paint Two coat on door frames
3. Repair any sheetrock damage, holes, and cracks
4. Prep, Prime and paint metals and wood
5. Repair any wood damage, holes, and cracks

XVII. SPECIFICATIONS FOR PAINTING

MINIMUM SPECIFICATIONS

The following are the minimum specifications for painting services to be provided as follows:

AREAS TO BE PAINTED

Interior of Cleburne High School, 850 N Nolan River Rd., Cleburne, Texas 76033

Part 1 GENERAL

1.01 DELIVERY AND STORAGE:

- A. Deliver all materials to the site in original, new, and unopened packages and containers bearing manufacturer's name and label. Provide labels on each container with the following information:
- Name or title of material.
 - Manufacturer's stock number and date of manufacturer.
 - Manufacturer's name.
 - Contents by volume, for major pigment and vehicle constituents.
 - Thinning instructions.
 - Application instructions.
 - Color name and number.

1.02 PROJECT CONDITIONS:

- A. Do not apply paint in snow, rain, fog, or mist, or when the relative humidity exceeds 85%, or too damp or wet surfaces.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURES:

- A. Provide paint materials as manufactured by the following: Sherwin-Williams – ProMar 200 Interior Water based paint for walls

2.02 MATERIAL QUALITY

- A. Materials of best quality grade and manufactured by Sherwin-Williams are representative of the standard of quality required. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer and use only within recommended limits.

- C. Quality of Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION:

- A. General: Clean and repair surfaces to be painted before applying paint or surface treatments. Remove oil, grease, and loose paint, prior to applications of new paint.

3.02 APPLICATION:

- A. Apply two coats of paint in accordance with the manufacturer's directions. Use applicators and techniques best suited for the type of material being applied to acquire a uniform even finish.
- B. Apply additional coats when undercoats, other finishes and or conditions show through the final coat of paint. Final finish paint is to be of uniform finish, color and appearance.
- C. Wall Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.

3.03 CLEAN-UP AND PROTECTION:

- A. Clean-Up: During the process of the work, remove from the project daily all discarded paint materials, rubbish, cans, and rags. Upon completion of painting work, clean all window glass and other paint-spattered surfaces.
- B. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Provide "Wet Paint" signs as required to protect newly painted finishes.

3.04 TIME FRAME FOR PERFORMANCE OF WORK PRIOR TO COMMENCEMENT OF WORK ON PROJECTS

- A. Proposer shall provide an anticipated schedule. Work may commence on or after May 27, 2024 work shall be completed on or before July 31, 2024. Any deviation from this schedule must be approved in writing by the District.

3.05 RESPONSIBILITY OF DISTRICT

- A. The Owner shall be responsible for the removal of any decorative items from the wall. Additionally, the Owner shall be responsible to provide a clear path to the wall of 4 feet.

3.06 SCOPE OF WORK

Base Proposal:

- A. Prep all walls, doors, door jambs, window frames and columns that were previously painted (excluding aluminum storefronts).
- B. Fill all holes, repair wallboard cracks and damage sheetrock, and remove all foreign objects on walls.
- C. Remove all electrical switch, and outlet plate covers, and plate wall covers.
- D. All cut-ins should be done first, and cut-in brush mark should be rolled out wet to less than 1/2" or less.
- E. Paint over all artwork (Will determine at walk-through).
- F. Paint the entire interior.
- G. Paint color selections will be approved by Cleburne ISD prior to starting the project.
- H. No painting required on any stained wood areas.
- I. Tape and cut in around existing cove base that cannot be removed.
- J. Use block filler primer on areas that have not previously been painted in stairwells, and entry corridors.
- K. Prime areas currently painted a dark color to ensure no bleed through as required.
- L. Paint all metal doors, jambs and window frames with oil base enamel (excluding aluminum storefronts).
- M. Paint all walls with Sherwin Williams Pro-Mar 200 or Equal acrylic gloss interior paint (color determined by the district) Kitchen to be Epoxy
- N. Provide a payment and performance bonds for the full amount as required by district policy.

XVIII. STANDARD TERMS AND CONDITIONS CLEBURNE INDEPENDENT SCHOOL DISTRICT

The following terms and conditions are requirements that bind the vendor that is awarded a bid, proposal, or contract. These terms and conditions communicate the District's expectations with regard to the vendor's performance in connection with the District's purchase of goods and services. Cleburne Independent School District may also be referred to as "Cleburne ISD"

“CISD” or “the District,” throughout this and related documents. Vendor may also be referred to as “Contractor” throughout this and related documents. The words “bids, proposals, competitive sealed proposal, quotes” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all purchase orders, requests for proposals, quotes, competitive sealed proposals, etc. to which they are attached.

District and Vendor agree as follows:

1. Brands and Models: Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit the District’s consideration of an approved equal. Descriptive information or samples may be requested for any item bid other than the referenced item.
2. All items bid must be new, unused, and in first-class condition unless otherwise requested by the District. Materials sold to or installed in any District facility are not to contain any asbestos material. Any Vendor who sells or installs asbestos containing material in any District facility shall be liable for and shall be required to bear the entire burden of any or all expenses associated with the removal and replacement of the material.
3. Equivalent Clause: If bidding on other than referenced specifications, Vendor’s bid must show the specifications, manufacturer, brand, model, etc. of the product being offered. If other than brand(s) specified is offered, complete descriptive information of each product being offered must be included with Vendor’s bid.

In every case, the District, in its sole discretion, will determine if a product is an approved equal. If brands other than that specified are offered, complete descriptive information of said article must be included with the bid. If vendor takes no exception to specifications or reference date, Vendor will be required to furnish brand names, models, etc. as specified.

- A. Samples, when requested in the bid specifications, must be furnished with the bid, or the bid will be disqualified. When samples are requested after the bid opening, they must be furnished within five (5) school business days of the request at no cost to the District, or the bid will be disqualified. If not destroyed in examination, they will be returned to Vendor on request.
 - B. Once the contract is awarded, no substitutions of the products on the orders will be allowed without specific written consent from the Accounts Payable. An approval for substitution on one order does not equate to automatic approval for substitution on subsequent orders. Application of the product must be reviewed for each project, job, and use.
4. Products delivered that are determined by the District not to be of equal or comparable quality to the requested articles shall be promptly picked up by Vendor as requested and scheduled by the District, at no expense to the District, and replaced with the product specified at the same price as bid. Products or services bid and provided under any subsequent orders must conform to appropriate local, State and Federal ordinances, and statutes and regulations governing the manufacture, sale, safety and installation of the products or provision of services.

5. Safety Data Sheets (“SDS”): The District requires product verification in the form of SDS reports submitted at the time of the bid opening and on any product offered by a vendor if applicable.
6. Evaluation: (A) Evaluation Pursuant to Texas Education Code Section 44.031 for purchases made with non-federal funds: In evaluating qualified bids, the following considerations will be taken into account for award recommendations: (1) purchase price; (2) quality of vendor’s goods or services; (3) reputation of vendor and vendor’s goods or services; (4) the extent to which the goods or services meet the District’s needs; (5) vendor’s past relationship with the District; (6) total long-term cost to the District to acquire vendor’s goods or services; (7) impact on the District’s ability to comply with laws and rules relating to historically underutilized businesses; (8) safety and suitability for the intended use; (9) vendor’s delivery capabilities, warranty, and warranty service history; (10) non-responsive, incomplete, and incomprehensible bids; and (11) for a contract for goods and services, other than those goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether vendor or vendor’s ultimate parent company or majority owner:
 - (a). has its principal place of business in this state; or
 - (b). employs at least 500 persons in this state. The District reserves the right to conduct any tests, evaluations, or comparisons it deems necessary to complete the evaluation process and awards on the basis of best value to the District. The District may award a contract for any or all sections of this bid and/or by individual items or combination of items. The District does not purchase on the basis of low bid alone. The District follows the criteria set forth by statute.
- (B) Evaluation for purchases made with federal funds: In addition to the criteria stated above in 9(A), the following considerations will be taken into account for award recommendations: (1) the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals is prohibited, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference; (2) when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract; (3) impact on the District’s ability to comply with laws and rules relating to historically underutilized businesses to provide for consideration to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible; (4) for each contract in which there is no price competition, and in all cases where cost analysis is performed, consideration of profit as a separate element of the price shall be made, and to establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
7. The District reserves the right to decrease by 100% and/or increase the quantity listed in the specifications at the same bid price at any time, beginning with the approval of the Board of Trustees of the Cleburne Independent School District.

8. The District reserves the right to (1) reject any, part of any, or all bids, (2) award the contract for any item as it may appear advantageous to the District, and/or (3) waive any informalities or irregularities in the bidding process. In case of tie bids, the District will award according to District policy CH (Legal).
9. District may, at its sole option, extend this bid for an additional sixty (60) days from the date of expiration, under the same pricing and terms and conditions, if it is determined by the District that additional time is required to avoid a contract lapse.
10. In absence of a mutually agreed contract document, it is understood and agreed that, once Vendor has taken action to fill a purchase order for any or all items, a contract shall thereby be created pursuant to and subject to these standard terms and conditions set forth herein. To the extent a vendor's terms or conditions differ, District's terms and conditions shall control.
11. Vendor of Package Goods: Vendor will package goods in accordance with best commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Vendor's name and address; (b) Consignee'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. Vendor shall bear cost of packaging unless otherwise provided and agreed to by the District. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
12. Shipment Under Reservation Prohibited: Vendor is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
13. Title and Risk of Loss: The title and risk of loss of the goods shall not pass to District until District actually receives and takes possession of the goods at the point or points of delivery and has taken action to specifically signify that the District accepts the goods as conforming. Mere acceptance of delivery shall not be acceptance as conforming.
14. No Placement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender provided. Where the time for performance has not yet expired, the Vendor may reasonably notify District of his intention to cure and may then make a conforming tender within the contract time but not afterward.
15. Delivery Terms and Transportation Charges: F.O.B. Destination. All freight/delivery charges are to be included in the line item bid prices. If the shipping and handling costs are not included in the bid price of each line item, the bid cannot be fairly compared and evaluated and it WILL NOT be considered due to being NOT AS SPECIFIED. No additional freight or delivery charge for line items will be paid on invoice unless agreed to by District. No tailgate or curbside deliveries will be permitted; shipment must arrive at destination with proper equipment to make delivery inside District's building.

16. District is not liable for orders accepted without a purchase order.
17. Place and Time of Delivery: All materials and equipment shall be delivered to the address stated on the front of the Purchase Order unless otherwise authorized by the Director of Purchasing. Vendor shall complete delivery within forty-five (45) calendar days of issuance of the purchase order. If delays are foreseen, written notice shall be given to the District, which will take the extensions under advisement, and in such event the District, in its sole discretion, may cancel the purchase order without penalty. Vendors should keep the District advised of the status of orders, as failure to meet delivery dates may result in removal from the approved Vendors/vendors list, or may result in the District's non- acceptance or rejection of goods received pursuant to the purchase order at no liability to the District.
18. Inspection Requirements: Final inspection shall be made at the site after delivery. In case of rejection because of failure to meet contract requirements, or as otherwise provided herein, Vendor shall, without charge, promptly remove such rejected or damaged athletic equipment and replace it by delivering to the same inspection point athletic equipment which meets the contract requirements without any additional expense to the owner for freight or other charges.
19. Invoices and Payments:
 - A. Vendor shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and be itemized, and transportation charges, if any, shall be listed separately. The delivery by Vendor shall be accompanied by a set of commercial invoices (one original and one duplicate copy) on the Vendor's regular invoice form. Payment will not be made on partial shipments of purchase orders unless the invoice only indicates the items that were shipped. Payments will be made within thirty (30) days. Vendors should keep the District's Accounts Payable Department advised of any changes in remittance address by providing notice to the following address: Cleburne Independent School District, Attn: Accounts Payable.
 - B. As a tax exempt governmental entity, Vendor shall not include taxes in invoices.
20. Gratuities: Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Vendor for the purpose of securing business. For breach or violation of this warranty, District shall have the right, in addition to any other right or rights, to cancel this contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. If it is determined by District that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the school district with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract the District may terminate this Agreement. In the event this contract is canceled by District, pursuant to this provision, District shall be entitled, in addition to

any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.

21. **Warranty Price:** The price to be paid by District shall be that contained in Vendor's offer which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to Vendor's current prices on orders by others, or in the alternative, District may cancel this contract without liability to Vendor whatsoever.
22. **Warranty Products:** Vendor shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the District. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation 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.
23. **Safety Warranty:** Vendor warrants that the product sold to District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, District may return the product for correction or replacement at Vendor's expense. In the event Vendor fails to make the appropriate correction within a reasonable time, correction made by District will be at Vendor's expense.
24. **No Warranty by District Against Infringements:** As part of this contract for sale, Vendor agrees to ascertain whether goods manufactured in accordance with the specifications included in this agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods according to the specification(s) will not give rise to such a claim, and in no event shall District be liable to Vendor for indemnification in the event that Vendor is sued on the grounds of infringement or the like. If Vendor is of the opinion that an infringement or the like will result, he/she will notify District to this effect in writing within two (2) weeks after signing of this agreement. If District does not receive notice and is subsequently held liable for the infringement or the like, Vendor will indemnify and hold District harmless. If Vendor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract may be null and void, at District's sole option, at which time District may pay Vendor the reasonable cost of his/her search as to infringements.
25. **Liens:** All goods delivered or labor performed under this contract shall be free of all liens and upon request, a formal release of all liens will be delivered to the District. Liens: All goods delivered or labor performed under this contract shall be free of all liens and upon request, a formal release of all liens will be delivered to the District.
26. **Termination:** The performance of work under this contract may be terminated in whole or in part by the District in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of District set forth herein. The District shall have the

right to terminate any Agreement or Contract with or without cause upon 10 calendar days' notice to Vendor.

Valid causes for termination of this contract by the District for cause include, but are not limited to:

- A. Lack of funds by the District. Lack of funds includes, but is not limited to, non-appropriation and/or non-availability of funds. For any proposed multi-year Agreement by and between the District and any Vendor, should the District's Board of Trustees not approve funds for such Agreement, the Agreement shall automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation of the District.
- B. Non-compliance with all federal regulations including, but not limited to the "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and the "Energy Policy and Conservation Act" by Vendor.
- C. Failure to meet bidding specifications as determined by District.
- D. Failure of the successful Vendor to deliver the item(s) within the specified time.
- E. Delivery of items on two (2) or more occasions that are rejected by the District.
- F. In the event that Vendor becomes insolvent or commits act of bankruptcy.
- G. Breach of warranties or service agreements.
- H. Breach by Vendor of any term or condition of the contract.
- I. Any attempt by the successful Vendor to misrepresent the product or service provided. (i.e., listing a product as the product ordered on the statement of charges and shipping a non-approved alternate).
- J. Any unethical business practice, or attempt to misrepresent or commit fraud against the District.
- K. Violation or breach of any federal or state law or regulation. If such violation occurs, Vendor may be barred from submitting future bids to the District.

The basis for settlement prior to completion of the contract will, at District's discretion, be non- payment to the successful Vendor (Grantee), assessment of liquidated damages, and any other remedy at law or in equity available to District. Vendor agrees that this is a reasonable cost to compensate CISD for time and effort involved in procuring replacement products, goods, or services, which cost would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude District from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to District.

- 27. Penalties for Non-Performance: If, at any time, Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, District reserves the right to:

- A. Purchase on the open market and charge Contractor the difference between contract and actual purchase price, or
 - B. Deduct such charges from existing invoice totals due at the time, or
 - C. Cancel the contract within ten (10) calendar days by written notification of intent.
28. Right to Assurance: In the event the District, in good faith, has reason to question the Vendor's intent to perform under the contract, the District may demand that the Vendor provide written assurance of its intent to perform. In the event that a demand is made and no assurance is provided within five (5) business days, the District may treat this failure as an anticipatory repudiation of the contract.
29. The successful Vendor must agree to provide to the school district, the Texas Education Agency, the Comptroller General of the United States, or any other duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The successful Vendor must also agree to maintain all required records for five (5) years after the school district makes final payment and all other pending matters are closed.
30. Pursuant to Texas Education Code § 44.034(a), contractors and sub-contractors 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. A school district may terminate a contract with a person or business entity if the school 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. TEX. EDUC. CODE § 44.034(b).

Additionally, pursuant to Texas Education Code § 22.0834 and Texas Government Code § 411.082, Vendor will before commencement of services and thereafter at least annually, obtain criminal history record information that relates to an employee, applicant, or agent of Vendor, if the person has or will have continuing duties related to the District, and the duties are or will be performed on the District's property or at another location where students are regularly present. Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony or a misdemeanor involving moral turpitude from the District's property or other location where students are regularly present. The District shall determine what constitutes "moral turpitude" or "a location where students are regularly present." Vendor understands that failure to comply with the requirements of this section may be grounds for termination of any Agreement.

31. For Vendor or other person doing business with local governmental entity: A Conflict of Interest Questionnaire must be 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 seventh (7th) business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006, 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.

32. Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. The use of tobacco products is not allowed on school district property.
33. The Vendor must comply and agrees to abide by the District's Board Policies, rules, and regulations and all applicable federal and state laws and regulations to the extent applicable, including but not limited to the following:
 - A. Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701-3708.
 - B. Equal Employment Opportunity Act.
 - C. Energy Policy and Conservation Act (P.L. 94-163).
 - D. Equal Opportunity and Affirmative Action Employer.
 - E. "EDGAR" Requirements 2 CFR Part 200 Chapter 2-18 - 237.
 - F. The Copeland "Anti-Kick" Back Act.
 - G. Davis-Bacon Act
 - H. Byrd Anti-Lobbying Act
 - I. Family Education Rights and Privacy Act (FERPA)
 - J. Telephone Consumer Protection Act (TCPA)
 - K. Protection of Pupil Rights Amendment (PPRA)
 - L. Children's Online Privacy Protection Act (COPPA)

Neither party shall discriminate because of race, color, religion, sex, age, national origin, handicap, or status as a Veteran, as defined and prohibited by applicable government law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning personnel. In addition, Vendor affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11750; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964;

Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; and Public Law 95-507.

34. Debarment and Suspension (Executive Orders 12549 and 12689): Vendor affirms that it is not listed on the government wide exclusions in the System for Award Management (SAM). 2 CFR §180.220.
35. Privacy: Contractor shall only use data and information about District employees or District students for the purpose of fulfilling its duties under the Agreement, unless disclosure is permitted and written confirmation is obtained from the CISD Superintendent or designee.
36. Right of Access to Data: Contractor shall maintain and District shall have access at all times to all school related records retained by contractor for the length of the contract. Upon termination of the contract, contractor shall return all education records, as that term is defined in the Family Education Rights and Privacy Act, and then permanently destroy all such records. For all other records, Contractor shall maintain the records for a period of three (3) years from the termination of the agreement. Contractor shall notify CISD, and permit District to obtain copies of, any data prior to Contractor destroying or removing data from their database or records.
37. PCI and NACHA Compliance: To the extent applicable, Vendor is and shall at all times be compliant with PCI and NACHA requirements. Vendor will at its expense conduct at least annually an audit of its systems by a NACHA authorized auditor, as well as annual and quarterly audits and scans to retain its certification as a PCI Level One Compliant business. Vendor will provide the District the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to be compliant with PCI and NACHA requirements.
38. Safeguard Data: Vendor will store and process District data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
39. Data Breach: Immediately upon becoming aware of a Security Breach, or of circumstances that have resulted in unauthorized access to or disclosure or use of District data, Vendor will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the District. Vendor shall be responsible for all costs associated with notifying individuals whose personal information has been breached, as required by Texas law.
40. Foreign Storage Prohibited: All data maintained by contractor shall be stored and maintained in within United States. Foreign (non US) storage of any data related to this agreement is prohibited. This includes backups of data.

41. Indemnification: The Vendor agrees it shall defend, indemnify, and hold harmless the District, its officers, and its employees against any and all liability, loss, costs, damages, and expenses, including attorney's fees that the District, its officers, or its employees may hereafter sustain, incur, or be required to pay arising out of the negligent or intentional acts or omissions of the Vendor's officers or employees.
42. Insurance: The Contractor agrees, in order to protect itself and the District under the indemnity provision set forth above, to at all times during the term of this contract have and keep in force insurance policies that meet or exceed the limits set forth by the District. Certificates of insurance showing the coverage set forth by the District shall be provided to the District prior to the effective date of this contract, and the District shall be named as an additional insured under the liability policy required above.
43. Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, land sinkage, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

44. Assignment Delegation: No right or interest in this contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the District. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
45. Waiver: The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of the remaining provisions. Notwithstanding anything contained herein to the contrary, no provision herein may be construed as a waiver of the District's sovereign immunity.
46. Governing Law and Venue: This Agreement shall be construed and governed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Both parties agree that venue for any litigation arising from this contract shall lie in Johnson County, Texas.

47. Pursuant to Texas Government Code Chapter 2270, Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.



