



MATHIS INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS RFP#2425-01
For
Armed Security Guard Services

Mailing Address:

Mathis ISD

P.O. Box 1179

Mathis, TX 78368

Physical Address:

Mathis ISD

Business Office

410 E. San Patricio Ave.

Mathis, TX 78368

Bid Issue Date: August 29, 2024

Due Date: September 26, 2024

Due Time: 10:00 a.m. (Central Time)

*Failure to plainly identify your submission as a "SEALED RFP" on the outside of the return envelope may result in premature opening of the envelope and bid.

TABLE OF CONTENTS

- I. Request for Proposal Notice
- II. Specifications
- III. Required Forms
- IV. General Terms and Conditions
- V. Proposal Response Documents
 - A. Proposal Response Form
 - B. Questionnaire
 - C. References
 - D. House Bill 89 Verification
 - E. Senate Bill 252 Certification
 - F. Felony Conviction Notice
 - G. Criminal History Record
 - H. Debarment or Suspension Form
 - I. Non-Collusion Certificate
 - J. House Bill 1295
 - K. Conflict of Interest
 - L. EDGAR Certification Forms
 - M. W-9 Form

I. REQUEST FOR PROPOSAL NOTICE

RFP# 2425-01

FOR

Armed Security Guard Services
Mathis Independent School District
P.O. Box 1179
Mathis, TX 78368

Introduction

Mathis Independent School District is seeking qualified vendors to provide Armed Security Guards at 4 campuses for the 2024 and 2025 school year.

Questions

Questions regarding this proposal request, or the services requested, will be accepted in e-mail form only on or before **3:00 p.m. on September 20, 2024**. Questions will be addressed to vcasas@mathisisd.org.

Responses to all questions submitted will be communicated by a posted Addendum to the following MISD purchasing web page by **2:00 PM on September 23, 2024**.

Proposal Submission

An original signed proposal **and two additional copies** with all required documents must be submitted in a sealed envelope and packet marked "MISD Armed Guard Proposal RFP#2425-01". Proposals must arrive prior to **10:00 a.m. on September 26, 2024**. Emailed or fax proposals are not acceptable.

The proposals must be delivered by mail, express mail, or in person to:

Mathis Independent School District

Attn: Business Department – Vanessa Casas

410 E. San Patricio

Mathis, TX 78368

This request for proposal is posted on our website at: Mathisisd.org under Request for Bids/Proposals as RFP Armed Security Services. Tentative Timetable: **August 29 – October 3, 2024**

Activity

Date

Posted/Published Proposal	August 29, 2024
Questions Deadline	September 20, 2024
Deadline for Proposals	September 26, 2024
Award of Contract	October 3, 2024

The table above is only an estimate and may vary.

Proposals received will become part of the District's official files without further obligation to the proposer. The District reserves the right to: accept or reject any and all proposals, request additional information from proposers, extend the deadline for submission, reissue the Requests for Proposals, waive any defect, irregularity, for informality in any proposal or bidding procedure, retain negotiation, right to clarify, or verify any aspect of a submitted proposal in response to the RFP, negotiate a resulting non-exclusive contract for services with one or more of the qualified proposers responding to this RFP, and require the submission of any price, technical, or other revision to the proposal which results from negotiations conducted.

The District is under no legal obligation to execute a contract resulting from this RFP and intends the information provided only as a means of identifying and considering various contractor alternatives and the general cost of services derived. The District reserves the right to vary the provisions set forth herein any time prior to the execution of a contract. The District does not commit to pay for any costs incurred prior to the execution of the contract.

The District reserves the right to negotiate the final terms of any and all contracts with successful proposers. Contracts negotiated as a result of this RFP may be extended, modified, or de-obligated in the manner set forth in the contract in order to attain the objective objectives of the District. The contract shall be a non-exclusive contract for an initial term of one year which may be extended upon mutual written agreement of the parties and Board approval prior to expiration of the initial term. Mathis ISD reserves the right to not renew the contract at the end of the fiscal year. Only proposals submitted according to format requirements will be considered.

Vendors certify the following:

1. Continuing non-performance of the services by the contractor in accordance with the specification and requirements the district, or applicable requirements of state or federal laws and regulations relating to such services, shall be a basis for the termination of the contract by the school district. Cancellation by Mathis ISD may be made upon 30 days written notice to the successful contractor. Mathis ISD shall not pay for services which are unsatisfactory. Contractor shall be given a reasonable opportunity before termination to correct the deficiencies. This, however; shall not be construed as negating the basis for termination for non-performance.

2. Evaluation Process

The District will use the following criteria to evaluate and award the contract:

1.	Price	50 Points
2.	The reputation of the vendor and of the vendors goods & services	10 Points
3.	The quality of the contractor’s goods or services	10 Points
4.	The extent to which the goods or services meet district needs	10 Points
5.	The contractor’s past relationship with the District or other entities that have used the contractor’s services	5 Points
6.	For a contract for goods and services other than goods and services related to telecommunications and information services, building construction and maintenance or instructional materials whether the vendor or the vendors ultimate parent company or majority owner has its principal place of business in this state.	5 Points
7.	Any other relevant factor specifically listed in the request for proposal (a) Hiring practices – 5 points (b) Staff tracking and reporting methods – 5 points	10 points

3. Proposals that do not meet the specifications and submittal requirements of the RFP may be rejected as non-conforming to the RFP specifications.
4. Mathis ISD reserves the right to modify conditions and specifications by mutual agreement with the selected contractor both at the time of acceptance of this proposal as modified, and subsequent thereto by 25 % or less of the total value of the award.
5. Contracts between a contractor and Mathis ISD shall adhere to the laws set forth in the Texas school law bulletin and other applicable laws and regulations.
6. Proposals will be opened and evaluated after the proposal submittal deadline with follow up on references, proposal tabulation, and negotiation of final contract terms with selected contractors.
7. During the performance of this contract the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or disability.
8. All contracts between contractors and Mathis ISD shall strictly adhere to applicable laws.

II. Specifications

The selected Armed Security Guard Service (the Contractor) will be expected to adhere to the following minimum standards which remain subject to change prior to the execution of an agreement between the district and the selected Contractor.

Hiring Standards and Policies

The District requires that Contractor's security officers meet or exceed the minimum standards set forth before assignment to the premises:

Minimum Hiring Standards

- US citizenship or valid US work permit.
- Twenty-one (21) years of age
- Free of criminal record
- Valid drivers license or valid state identification card
- Successfully passed a five (5) panel drug screen
- Successfully passed a national background check required by the Texas Education Agency to work in Texas public schools
- High School graduate or equivalent thereof
- Completed all required training courses as mandated in state and locality of employment
- Meet state licensing requirements within sixty (60) days of placement
- Speak, read, write, and understand the English language clearly
- Comprehend oral and written orders, procedures, and materials
- Compose written reports convey complete information utilizing correct sentence composition and grammar.
- Physically able to accomplish various tasks that must be performed, including quickly ascending and descending multiple flights of stairs and lifting weight in excess of approximately forty (40) lbs.
- Well-developed level of maturity necessary for professional interaction.
- Capacity to hear ordinary conversations at fifteen (15) feet with either ear with or without the benefit of a hearing aid.
- Neat, clean, and well-groomed appearance while providing services.

Screening

Prior to commencing any work under the Agreement, if Contractor contracts with Mathis ISD to provide security services, Contractor must certify, on the form provided herein, that for each covered employee of Contractor who will have direct contact with students, Contractor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a

consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Contractor employed before January 1, 2008; and (b) national criminal history record information for each employee of Contractor employed on or after January 1, 2008. Contractor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at Mathis ISD; Contractor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Contractor contracts with Mathis ISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

Policy: Drug, Alcohol, and Other Contraband

The use, possession, or transfer of illegal drugs, controlled substances (including medications without valid prescription), simulated (look alike) drugs, drug paraphernalia, alcohol and explosives, on Owners premises is strictly forbidden at all times period contractor will be required to comply with and enforce this policy, with respect to contractor's employees as part of employment.

Contractor must have a written policy pertaining to the use or possession of drugs, alcohol, and other contraband items in a form and content acceptable to the District and ensure that copies of said policy are provided to all security officers.

Contractor shall always maintain a comprehensive drug and alcohol-testing program during the term of this contract. The procedures for such programs, including any related policies, should be provided by the contractor as part of the proposal submission.

The District shall reserve the right to conduct reasonable searches of security officers including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.

Contractor will be solely responsible for ensuring that employees assigned to the buildings have been informed of and understand this policy and shall monitor compliance with said policy as provided above.

Contractor shall conduct a drug urinalysis test on personnel prior to assignment to the District. Results of such testing will be provided to the District. Personnel who return a positive test on a drug screening will not be assigned to the District.

When appropriate, the District may request a blood/ urine analysis tests be conducted on a security officer when one or more of the following conditions exists:

- A violation of policy is witnessed.
- There is reasonable cause to believe a contractor employee is, or maybe, under the influence of drugs or alcohol.
- Extenuating or emergency circumstances require an immediate test.
- A delay in testing may result in the loss of evidence.
- In the event of an accident involving personal injury and/or property damage.

Security officers found in violation of this policy will be immediately relieved of duty. The Contractor and the local authorities will be notified.

Staffing

Staffing Requirements

Contractor will provide one (1) Armed Officer at each of the following Mathis ISD campuses:

Mathis ISD Elementary – 315 S Duval St. Mathis, TX 78368

Mathis ISD Intermediate/ Learning Center – 550 E. San Patricio Ave. Mathis, TX 78368

Mathis ISD Middle School – 1627 E San Patricio Ave. Mathis, TX 78368

Mathis ISD High School - 1615 E San Patricio Ave. Mathis, TX 78368

Coverage will be for the 2024-2025 school year. A total of 122 days of coverage at 8 hours a day with a 30-minute lunch. Lunch scheduled during non-peak traffic time.

- Ensure security personnel maintain compliance (i.e. training, licensing licenses, etc.)
- Facilitate effective communication with principals and other security personnel not employed by the Contractor.
- All Contractor employees at each campus shall report to duty at the start of the posted school hours. The lunch break shall be unpaid and shall be scheduled outside of student lunch times period the duty days shall be determined by the annual school calendar forecasted at 160 days, however this agreement will start after the beginning of school for the duration of 122 days. The report start and stop time may be adjusted at the school district’s request.
- By mutual agreement, the Contractor may provide additional security guards at other buildings in the District at some future date within the contract extension term.
- Contractor shall be required, at the District's request, to provide uniformed security guards for after-hours school activities according to the rates provided in the Proposal Response Form.
- The District will not be required to pay for cost incurred by Contractor when security guard personnel are on paid time off associated with an illness, personal absence, vacation, or late arrivals.

- Advanced notification of at least 7 days for absences not related to illnesses or a death in the family is required.
- Contractor shall provide substitute security guards when regularly assigned personnel are absent.
- Contractor shall be solely responsible for filling vacant positions within two weeks of the departure of the regularly assigned security guard.
- Contractor shall submit job descriptions for all positions.
- Prior to a security guard being assigned to a building, whether a permanent employee or temporary replacement, the Contractor will inform the District of said officer and will provide immediate training covering tasks to be performed by the officer. Additional supervision of new employees will be provided until duties are performed at a satisfactory level.
- The District reserves the right to interview all new employees prior to placement. It is understood that the Contractor will maintain a group of substitute/alternate security guards trained on district buildings for assignment as required. Contractor will supply an updated list of trained officers monthly or as needed.

Security Officer Turnover Rate and Re-Staffing Requirements

- Excessive security guard turnover rate will be considered unacceptable and may be caused for contract termination. Excessive turnover is defined as more than three employees filling the same position in a 6 month period.
- The District reserves the right to reject any temporary employee of Contractor it deems is not qualified. Contractor will not be compensated for overtime paid to employees who are called in to re-staff vacant positions that do not have a permanent security guard assigned.

Payroll

- Contractor is responsible for scheduling all officers and recording hours worked.
- Contractor is also responsible for correctly preparing and processing payroll.
- Contractor shall deliver paychecks/direct deposits on time on the designated paydays.

Training

All training shall be at the sole cost and expense of the contractor.

Security guards must be trained in CPI, CPR, first aid, bloodborne pathogens, and hazardous materials as necessary. Training logs shall be maintained by the Contractor and shall be made available for inspection of requested by the district. Newly assigned security guards shall receive training in the following areas before being assigned to the District:

- Patrol and observation techniques.
- Report writing.

- Customer service and public relations.
- Any required training courses as mandated by the state in which the security guard is employed.

Vehicle Operating Training

Motor vehicles operated on the premises by contractor shall be maintained in good repair and shall prominently display identification of Contractor at all times.

Uniforms

All security personnel assigned to the property will be appropriately uniformed. The cost and cleaning of the uniforms will be paid by the Contractor

III. REQUIRED FORMS

- **Proposal Response Forms**
- **Questionnaire**
- **References**
- **Conflict of Interest Questionnaire**
- **Felony Conviction Notification**
- **Debarment or Suspension Certification Form**
- **Non-Collusion Certificate**
- **House Bill 89 Verification**
- **H.B.1295**
- **Senate Bill 252 Verification**

IV. GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Mathis Independent School district (“Owner or School District”). Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants.
2. **NO ASSIGNMENT** - The rights and responsibilities of Contractor to furnish the goods and or services specified herein shall not be subcontracted, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered in any way by the contractor, unless previously agreed to in writing by Mathis ISD and Contractor.
3. **CONFLICT OF INTEREST** - By executing this RFP, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of Mathis ISD or its Board of Trustees, has a direct or indirect financial interest in the award of this RFP, or in these services to which this RFP relates, or in any of the profits, real or potential. In accordance with section 176.006 of the Texas Local Government code, Vendor must file a conflict of interest questionnaire if it has a business relationship with Mathis ISD and also has employment or other business relationship with an officer of Mathis ISD or a family member of an officer; Has a family raised relationship with an officer of Mathis ISD; or has provided one or more gifts to an officer of Mathis ISD or a family member of an officer of Mathis ISD specified by Section 176.006 (a)(2)(B). The form CIQ and instructions can be found at <https://www.ethics.state.tx.us/forms/conflict/> under “departments” then “purchasing.”
4. **SEVERABILITY** - if any provisions of this RFP are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the Party for his benefit it was intended the fullest benefit commensurate with making this RFP, as modified, enforceable, and the remainder of this RFP and the application of such provision to the other person or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
5. **MODIFICATIONS** - this contract can be modified only by written agreement of the parties.
6. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
7. **FUNDING** - Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the owner, which fiscal year ends on **August 31st** of each year, shall be subject to Schools Board budget approval. Should funding not be approved by the

school board for any given budget year during the contract term, the contract will terminate and become null and void.

8. **FORCE MAJEURE** – Neither party is required to perform any term, condition, or covenant of this RFP if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and by due diligence it is unable to prevent or overcome.
9. **RIGHT TO AUDIT**- Contractor agrees that the owner shall, until the expiration of 7 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions relating to this contract. Contractor agrees that the Owner shall have access, during normal working hours, to all necessary contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits and compliance with the provisions of the section. The Owner shall give Contractor reasonable advance notice of intended audits.
10. **SILENCE OF SPECIFICATION** – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
11. **INDEMNIFICATION** - Contractor agrees to indemnify and hold harmless Mathis ISD from any claim, damaged, liability, expense, or loss to the extent arising out of Contractor's negligent or willful errors or omissions under this RFP.
12. **DRUG POLICY** – All Owner property and facilities are “drug-free” zones. No one may use, consume, carry, transport or exchange tobacco, cigarettes, or illegal drugs while in an Owner building or while on an Owner's property. The Contractor and its employee shall adhere to this policy.
13. **TERMINATION FOR DEFAULT** – Owner reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the specifications. In the event of termination, the Owner reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and or awarding the contract to the next proposer providing the best value to the Owner. Any such act by the Owner shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to Owner of the performance of the balance of the work or services is in excess of that part of the contract sum, which is not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the Owner for such excess.
14. **TERMINATION WITHOUT CAUSE** – Owner shall have the right to terminate the contract, in whole or in part, without cause at any time under 30 days prior written notice to the Contractor. Upon receipt of a notice determination, the Contractor shall promptly cease placing orders in all further work pursuant to the contract, with such exceptions, if any specified in the notice of termination. Owner shall pay the Contractor, to the extent funds

are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

15. NO THIRD-PARTY BENEFICIARY – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the owner or contractor or both; and 2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Owner or Contractor.
16. INSURANCE – If applicable and referenced in the RFP, Contractor shall obtain and maintain, for the duration of this RFP, or longer, the minimum insurance coverage set forth by the school district unless otherwise attached to these standard terms and conditions.

Workmen’s Compensation:

(Including Waiver of Subrogation Endorsement) All liability arising out of Contractor’s employment of workers and anyone for whom Contractors shall be liable for workers compensation claims. Workers’ compensation is required and no alternative form of insurance shall be permitted.

Employer’s Liability: \$1,000,000.00

Commercial General Liability:

Each Occurrence \$1,000,000.00

General Aggregate \$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)

Personal & Advertising Inquiry

Products and Completed Operations:

\$1,000,000.00 each person

\$1,000,000.00 (for one (1) year, Commencing with issuance of final Certificate for Payment)

Property Damage:

\$1,000,000.00 each occurrence

\$2,000,000.00 aggregate

Independent Contractors (Same limits as above)

Contractual Liability (Same limits as above)

Automobile Liability:

Bodily injury/Property damage \$1,000,000.00 combined single limit

Property Damage

Umbrella or Excess Liability

\$1,000,000.00 each occurrence

\$5,000,000.00each occurrence/ aggregate

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any work is sublet. The Contractor is responsible to ensure that the subcontractors meets the minimum insurance requirement limits as by law. 1) Should any of the above describe policies be cancelled before the expiration date, therefore the issuing company will mail 30 days written notice to the certificate holder, Mathis ISD.2) The Contractor shall agree to waive all right of subrogation against the district, its officials, employees and volunteers for losses arising from work performed by contractor for the district.

17. PAYMENT BOND – For facilities construction and some services contracts a payment bond is required for projects/contracts exceeding \$25,000. The payment bond must be for 100% of the value of the work to be performed the bond shall be prepared on a form acceptable to the Owner and must identify compliance to the provisions of Texas Government Code Chapter 2253 and state that all liabilities of the bonds shall be determined in accordance with the provisions of said code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by Mathis ISD to have a rating of not less than “B” in in the latest edition of Best Insurance Reports, Property-Casualty. The surety shall be a U.S. company located in the USA. If a contract is awarded under \$25,000 but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately.
18. PERFORMANCE BOND- For facilities construction and some service contracts, a performance bond is required for projects contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Texas Government Code, chapter 2253 and state that all liabilities the bonds shall be determined in accordance to the provisions of said code. All bonds shall be issued by surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The security company may be required by Mathis ISD to have a rating of not less than “B” in the latest edition of Best’s Insurance Reports Property-Casualty. The surety shall be a U.S. company located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders caused the price to exceed \$100,000 a payment bond will be required immediately,
19. NOTIFICATION OF FELONY- The person or entity submitting a proposal must give notice to the School District, at the time of submission of the proposal 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 this conviction of a felony (this

requirement does not apply to a publicly held corporation). See enclosed form Felony Conviction Notification.

20. **CRIMINAL HISTORY/FINGERPRINTING REQUIREMENT** – If a Contractor or any of the Contractor’s employees, subcontractors, or agents will be on a school site where direct contact with students may occur, the Contractor shall send to the Department of Public Safety information that is required to obtain national criminal history records on such individuals. This may include fingerprints and a photograph. See enclosed form, Criminal History Records Information, Certification for Contractor Employees. Contractor may not allow an individual to provide services at an instructional facility if the individual, during the preceding 30 years, was convicted of ending the following offences:
- a. A felony offence under Title 5, Texas Penal Code
 - b. An offense for which a defendant is required to register as a sex offender under Chapter 62, Texas code of Criminal Procedure
 - c. An offense under the laws of another state or federal law that is equivalent to an offense under (a.) and (b.) above

Questions regarding compliance with fingerprinting requirements should be directed to Texas Department of Public Safety Non Criminal Justice Unit, Access and Dissemination Bureau, FASTFACTat NCJU@ TXDP dot STATE dot TX dot US. Emails must identify you as a contractor to a Texas Independent School district. The Texas Department of Public Safety's telephone number is (512) 424-2000.

21. **GOVERNING LAW AND VENUE:** The laws of the state of Texas, without regard to its provisions on conflicts of laws, govern this RFP. The exclusive jurisdiction for any dispute under this RFP are the state courts located in Sinton, San Patricio County, Texas.
22. **ENTIRE AGREEMENT-** This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements, between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

ADDITIONAL TERMS AND CONDITIONS

Any instance in which the General Terms and Conditions and the Specifications for this proposal do not agree then the terms and the Specifications shall take precedence.

No employee or officer of the School District shall have a direct financial interest in any contract with the school district nor shall any employee or officer have a financial interest in the sale to the school district of land, equipment, supplies, materials, or service. Any violation of this policy will render the contract void, unless such contract is approved by the Board of Trustees after full disclosure. Therefore, proposer shall note any and all relationships that might be conflict of interest and include Form CIQ with the proposal.

Mail invoices to: Mathis ISD, Accounts Payable, P.O. Box 1179, Mathis, TX 78368. All payments shall be governed by Texas Government Code chapter 2251. The contractor who is awarded this contract will not begin the project until the School District has issued an award letter.

The School District shall have the right to cancel this contract for any reason, at any time with 30 days written notice to the vendor/contractor.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement

No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or satisfaction in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting party has knowledge of the performance and opportunity for objection.

Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code will control.

THE VENDOR/CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE DISTRICT, ITS EMPLOYEES, OFFICERS AND THE PUBLIC FROM ANY CLAIMS, DEMANDS, OR EXPENSE ON ACCOUNT OF INJURY OR PROPERTY DAMAGE ARISING OUT OF ANYTHING DONE OR OMITTED TO BE DONE UNDER THIS CONTRACT BY THE CONTRACTOR, SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM.

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. No proposal can be altered or amended after opening time.

A proposal may be withdrawn only upon request by the proposer or a duly authorized representative, provided such request is received by the School District at the place designated for receipt of proposal and prior to the time fixed for the opening of proposals.

It shall be the contractor's responsibility to make sure that all products and materials used or delivered comply with all applicable federal, state, and local laws, codes and regulations. Contractor warrants that all products sold to the School District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

All contracts and agreements between contractor and the School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American law institute in the National Conference of Commissioners on Uniform State Laws. Both Parties agree that venue for any litigation or disputes arising from this contract shall lie in San Patricio County, Texas. All contracts and agreements will adhere to Texas Education Code regarding

school district contracts and shall be governed by the laws of the state of Texas and the Uniform Commercial Code.

During the term of this contract, the contractor shall carry and pay the premium for insurance of the types and limits stated herein.

V. PROPOSAL RESPONSE DOCUMENTS

Documents begin on next page

A. PROPOSAL RESPONSE FORM

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

I / We propose to provide the services and supplies described within the Request for Proposal (RFP) and, if awarded the proposal, do agree to abide by all terms and conditions of the RFP.

I / We represent that we possess the expertise, qualified personnel, facilities, equipment, licenses, and permits necessary to properly and lawfully provide the services and supplies described herein.

I / We affirm that the proposer, the company, or any representative thereof, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any District employee or Board members (nor any member of a District employee's or Board member's family) in connection with a purchase or with this proposal.

I / We affirm that I am/we are duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained on this proposal, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

Pursuant to and in compliance with the project specifications and bidding requirements relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the project specifications.

Authorized Company Representative Name (Printed)

Firm Submitting Proposal

Email Address

Address

Telephone Number

A. PROPOSAL RESPONSE FORM

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

City, State, Zip

Signature of Authorized Company Representative

Email Address

MISD Armed Security Guard Service

Hourly Rate Billed to the District for Armed Security Guards: _____

Hourly rate per security guard for service provided for after
hour events (i.e. football games, basketball games, etc.): _____

Please list, or attach any company literature, that would be helpful in determining service
quality/qualifications.

The prices listed above may be adjusted annually on the renewal date by no more than the
percentage increase in the consumer price index for all good in the Central Texas statistical area
(MSA) for the preceding calendar year (January – December).

Signature of Authorized Company Representative

Date

Title

B. QUESTIONNAIRE

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

Respondents are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Respondent's Questionnaire.

1. Legal name of the company:

Authorized point of contact for the company:

Name: _____ Cell phone: _____

Telephone number: _____ Email: _____

Address of office that would be providing service:

City, State, Zip

2. How many years has your organization been in business under its present name? _____

3. Under what other or former name(s) has your organization operated?

4. Has your organization ever failed to complete any work awarded to it? Yes _____ No _____

If "Yes", please explain:

5. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes _____ No _____

If "Yes", please explain:

B. QUESTIONNAIRE

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

6. Do you currently hold any School District contracts? Yes_____ No_____

If "Yes", please explain:

7. Do you have a net 30-day payment terms? Yes_____ No_____

If "No", please explain:

8. Vendor's Accounting Contact Name: _____

Phone:_____ Email:_____

9. Discuss the screening process for hiring employees. Also discuss the qualification required for each employee:

10. Discuss the management, reporting, and daily work tasks for employees.

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

Company Name

Signature of Authorized Representative

Printed Name & Title of Company Representative

Date

C. REFERENCES

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

List below three (3) institutions/companies for which you have provided similar services for in the past 12 months. Be sure to furnish current contact information for individuals that were involved with the projects.

Reference #1

Institution/Company Name: _____

Street Address: _____

City/State/Zip: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

Reference #2

Institution/Company Name: _____

Street Address: _____

City/State/Zip: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

Reference #3

Institution/Company Name: _____

Street Address: _____

City/State/Zip: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

D. HOUSE BILL 89 VERIFICATION

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

I, _____, the undersigned representative of

Company or Business name (hereafter referred to as Company)

being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Mathis Independent School District

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.*

Signature of Company Representative

Date

Printed Name

Title

E. SENATE BILL 252

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

I, _____, the undersigned representative of
_____ [Company or Business Name]

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153 certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.253. I further certify that should the above- named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Mathis Independent School District's Business Office.

Company or Business Name

Signature of Company Representative

Date

Printed Name

Title

F. FELONY CONVICTION NOTICE

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code section 44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislature 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. This 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 service 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 have been reviewed by me and the following information furnished is true to the best of my knowledge.

Check One:

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s): _____

Company or Business Name

Signature of Company Representative

Date

Printed Name

Title

G. FELONY CONVICTION NOTICE

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

CERTIFICATION FOR CONTRACTOR EMPLOYEES

Education Code Chapter 22 requires certain entities that contract with school districts to obtain criminal history information regarding covered employees. Contractors must certify to the school district that they have complied with these requirements. Covered employees with disqualifying criminal histories are prohibited from working at a school district. A covered employee is defined as an employee of a contractor or subcontractor who have, or will have, continuing duties related to the service to be performed at the school district and have, or will have, direct contact with students. The School District will be the final arbiter of what constitutes direct contact with students.

Contractor may not allow an employee to work at an instructional facility if the employee, during the preceding 30 years, was convicted of one or more of the following offenses, if at the time of the offense, the victim was under 18 years old or enrolled at a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ (“Contractor”), I certify that

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

Or

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

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

G. FELONY CONVICTION NOTICE

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee for projects on property.

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

Company or Business Name

Signature of Company Representative

Date

Printed Name

Title

H. DEBARMENT OR SUSPENSION CERTIFICATION FORM

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (13 CFR Part 145). Entities ineligible for federal procurement are listed on the “List of Parties Excluded from Federal Procurement and Non-Federal Procurement Programs,” published by the System for Award Management (SAM) (www.sam.gov).

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District’s determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall be reason for disqualification from participation in this transaction. The proposer shall provide immediate written notice to the School District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Proposer’s Name: _____

Proposer’s Address: _____

Proposer’s Telephone Number: _____

Authorized Company Representative Name: _____

Signature of Company Representative

Date

I. NON-COLLUSION CERTIFICATE

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

The undersigned affirms they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent of the company, corporation, firm, partnership, or individual to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Proposer Signature: _____

Proposer Printed Name: _____

Proposer Title: _____

Company Officer Signature: _____

Company Officer Printed Name: _____

Company Officer Signature: _____

J. H.B. 1295

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

For contracts entered into on or after January 1, 2016, Texas Government Code Chapter §2252.908 (H.B. 1295) provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency. The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information are available on the Commission's website at the following links:

<https://www.ethics.state.tx.us/tec/1295-Info.html>

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

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

The Proposer will have 30 days from the date of the award to complete the required information in accordance to the Texas Ethics Commission.

All contracts with the District will be pending upon receiving the above paperwork.

K. EDGAR CERTIFICATIONS

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

Fill and submit Conflict of Interest Questionnaire found at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

L. EDGAR CERTIFICATIONS

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

TO WHOM IT MAY CONCERN:

Mathis ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Mathis ISD along with your proposal.

The following certifications and provisions are required and apply when Mathis ISD expends federal funds for any contract resulting from this procurement process, Pursuant to 2 C.F.R. S 200.326, all contracts, including small purchases, awarded by Mathis ISD and Mathis ISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Mathis ISD expends federal funds, Mathis ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

Pursuant to Federal Rule (B) above, when Mathis ISD expends federal funds, Mathis ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase

L. EDGAR CERTIFICATIONS

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Mathis ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Mathis ISD believes, in its sole discretion that it is in the best interest of Mathis ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by Mathis ISD as of the termination date if the contract is terminated for convenience of Mathis ISD. Any award under this procurement process is not exclusive and Mathis ISD reserves the right to purchase goods and services from other vendors when it is in Mathis ISD's best interest.

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

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Pad, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when MATHIS ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or

L. EDGAR CERTIFICATIONS

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

Pursuant to Federal Rule (E) above, when Mathis ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Mathis ISD resulting from this procurement process.

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

L. EDGAR CERTIFICATIONS

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 5401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

- G. Clean Air Act (42 USC. 7401-7671%) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 12511387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 comp., p. 189) and 12689 (3 CFR part 1989 comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

L. EDGAR CERTIFICATIONS

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

Pursuant to Federal Rule (H) above, when federal funds are expended by Mathis ISD, the vendor certifies that during the term of an award for all contracts by Mathis ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

1. Pursuant to Federal Rule (I) above, when federal funds are expended by Mathis ISD, the vendor certifies that during the term and after the awarded term of an award for contracts by MATHIS ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 US.C. 1352). The undersigned further certifies that:
2. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal amendment or modification of a Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL,

L. EDGAR CERTIFICATIONS

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

“Disclosure Form to Report Lobbying”, in accordance with its instructions.

4. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shell certify and disclose accordingly.

J. Record Retention requirements for the contracts involving Federal Funds.

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

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

K. Certification of compliance with the Energy policy and Conservation Act

When federal funds are expended by Mathis ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

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

L. Certification of compliance with Buy America Provisions.

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

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

M. Certification of access to records - 2 C.F.R. S 200.336

Vendor agrees that Mathis ISD or any of their duly authorized representatives shall have right of access to any books, documents, papers, and records of Vendor, that are directly pertinent to Vendors discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely

L. EDGAR CERTIFICATIONS

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

N. Certification of Applicability to Sub-Contractors Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Address, City, State, and Zip Code:

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

M. W-9 FORM

RFP# 2425-01

Mathis I.S.D. Armed Security Guard Service

Fill and submit W-9 form found at the following link:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

LAST PAGE

Intentionally left blank