

**HAMSHIRE-FANNETT ISD
12702 2ND STRETT
HAMSHIRE-FANNETT, TEXAS 77622**

**REQUEST FOR PROPOSAL
STUDENT TRANSPORTATION SERVICE**

**GENERAL CONDITIONS
AND PROPOSAL FORMS**

PROPOSALS SUBMITTED UNTIL: **12:00 PM on May 11, 2026**

**MANDATORY PRE-BID
CONFERENCE:** **Thursday, April 23rd, 2026 10:30 AM**
Hamshire-Fannett ISD Boardroom
12702 2nd Street
Hamshire, Texas 77622

ACCEPTANCE PLACE Hamshire-Fannett Administration
12702 2nd Street
Hamshire, Texas

CONTACT: Jordan Walker, Business
Specialist,
jwalker@hfhorns.net

GENERAL CONDITIONS

1.0 Scope of Services

1.1 The Hamshire-Fannett Independent School District (“District”), is requesting Proposals for student transportation services, in accordance with general conditions and proposal forms contained herein. Entities submitting Proposals are referred to herein as “Respondents”. The entity, if any, which enters a contract with the District for student transportation services is referred to herein as “Contractor”.

1.2 The term of the agreement shall be two (2) years with three (3) additional one-year term(s).

2.0 Proposal Submittal

2.1 PROPOSAL DATE AND TIME. Sealed Proposals must be submitted no later than: **12:00 PM on May 11, 2026.**

NO LATE PROPOSALS, FAXED or EMAIL PROPOSALS WILL BE ACCEPTED.

2.2 PROPOSAL LOCATION. Proposals shall be submitted to:

**Hamshire-Fannett Independent School District
12702 2nd Street
Hamshire, Texas 77622**

Attention: ALLISON BYRD, DIRECTOR OF FINANCE

2.3 PROPOSAL SUBMITTAL. Proposals must be submitted on forms and in the format provided by the District. Any Proposal submitted in an altered form may result in rejection of such Proposal at the option of the District. Each Proposal must contain:

1. Proposal Form Signature Page,
2. Base Price Proposal,
3. Tabulation,
4. Deviation Form,
5. Submittals 1-17,
6. Form 5: Certificate of Insurance (Acord Form) or letter from Respondent’s insurance provider stating that Respondent can provide the levels of insurance required in this RFP;
7. Form 6: Workers’ Compensation Certificate;
8. Form 7: Felony Convictions Notice;
9. Exhibit A: Transportation Data (provided by the District)
10. Exhibit B: Proposed Form of Agreement, if any (provided by the District)
11. Exhibit C: Conflicts of Interest Instructions and Questionnaire (Form CIQ)

12. Exhibit D: Required State and Federal Vendor Certification.

Respondents shall submit one signed original and (1) copy of the Proposal in a sealed envelope clearly marked on the outside.

Hamshire-Fannett Independent School District
Proposal for Student Transportation Services

2.4 The original Proposal shall be manually signed in ink. All prices and quotations must be typed or written in ink.

2.5 This RFP is a “request for proposal” pursuant to Texas Education Code section 44.031(a)(3) and therefore will not be publicly read aloud.

2.6 Proposals may not be withdrawn by the Respondent earlier than sixty (60) days after the date of the Proposal opening.

2.7 The District shall not be liable for any cost incurred by a Respondent in the preparation or delivery of its response to this RFP or for any other costs incurred because of this RFP.

2.8 By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the Hamshire-Fannett Independent School District, any District consultant, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; acceptance or rejection of any Proposal; and award of the Contract. The District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have either been so fulfilled by the Respondent.

**3.0 Pre-Proposal Conference Thursday, April 23rd 10:30 am
Hamshire-Fannett ISD Boardroom
12702 2nd Street
Hamshire, TX 77622**

4.0 Transportation Data.

“Transportation Data” is a collection of data summarizing operations from the most recently completed school year and is included as Exhibit “A”. This information is provided to assist Respondents in formulating their Proposals. The District cautions, however, that the information is approximate. The District makes no warranty or representation about its accuracy, and the District does not intend any Respondent to rely on the accuracy of the information in submitting its Proposal.

5.0 Deviation Form

Each and every deviation from the requirements of this RFP must be listed on the Deviation Form submitted with the Proposal.

6.0 Proposal Security Not used.

7.0 Proposed Form of Agreement

The proposed Form of Agreement for Furnishing Student Transportation Services is attached as Exhibit “B”. Respondent shall submit with its Proposal any proposed modifications to the proposed Agreement.

8.0 Award of Contract(s)

8.1 In accordance with applicable laws, rules, and regulations for public procurement and District Board Policy CH, HAMSHIRE-FANNETT ISD reserves the right to award a contract to the Respondent offering the best value, and not necessarily to the Respondent proposing the lowest price and reserves the right to accept or reject any or all Proposals and waive any formalities.

8.2 Evaluation Factors. The District will conduct a comprehensive, fair, and impartial evaluation of all Proposals and will analyze each Proposal to determine overall responsiveness and completeness, in the District’s sole discretion. The District may deem a proposal non-responsive if Respondent fails to comply with the instructions in this RFP or submits an incomplete Proposal. The District may eliminate non-responsive proposals from further evaluation.

8.3 The following criteria will be used to evaluate all Proposals.

Submittal 1: Proposal Form

Respondent must provide a fixed cost proposal for the services requested. Although cost is an important consideration, Proposals will also be evaluated on the basis of the other criteria listed herein.

Submittal 2: Experience in School Transportation

Respondent shall provide a statement of its qualifications to provide the specific services requested herein. Respondent should also include a narrative describing its past relevant experience (if any) working with the District.

Submittal 3: Staffing Plan

Respondent shall submit a staffing plan that clearly shows how the daily operations of the local service center(s) will be managed during the normal hours of operation, plus during any emergency or out-of-hours situation that may arise. This plan must include both operations and vehicle maintenance functions.

Submittal 4: References

Respondent shall supply a list of five (5) references and contracts held in Texas describing their experience in transporting physically challenged and typically developing school-age children. Names, addresses and phone numbers of the references must be included.

Submittal 5: Maintenance Program

Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered.

Submittal 6: Driver Hiring and Retention Program

Respondent shall provide a description of their hiring process and the selection criteria used. Respondent's willingness to keep current drivers including equally competitive salaries and benefits. Respondent shall also detail any employee/driver drug-screening program.

Submittal 7: Driver Safety and Training Program

Respondent shall provide an overall description of its training process and driver education program.

Submittal 8: Student Safety Program

Respondent shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented.

Submittal 9: Implementation Plan

Respondent shall detail their implementation plan and specific timelines to be followed.

Submittal 10: List of Bus Driver Qualifications

The respondent shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Texas statutes and regulations, and how the respondent proposes to supply these drivers. Respondent must specifically discuss how it obtains and reviews each driver's driving record and criminal history information. Respondent must provide actual redacted copies of 5 school bus driver records processed according to Texas state law.

Submittal 11: Mechanics Training and Certification Process

Respondent shall describe its mechanic training and certification process.

Submittal 12: Customer Feedback

Respondent shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.

Submittal 13: Plan for Substitute Buses and Relief Drivers

Respondent shall address the provision for substitute buses (in the amount of fifteen percent (15%) of the fleet) and drivers (in the amount of ten percent (10%) of route driver corps) needed for performance under the terms of this contract.

Submittal 14: Presentation to Constituents

Respondent shall outline in detail the procedure that it would use for presenting its Proposal to the District's constituents.

Submittal 15: Customer Service Philosophy

Respondent shall describe its customer relations philosophy and its program in this area.

Submittal 16: Site Evaluation

One or more members of the District's evaluation committee may conduct one or more site evaluations. Site evaluations will be conducted at facilities of the District's choice where the Respondent currently provides pupil transportation services. By submitting a Proposal, each Respondent agrees to make selected facilities and facility's personnel available to District evaluation upon reasonable notice.

Submittal 17: Financial Statement

Respondent shall submit one (1) copy of your firm's financial statement, preferably audited. Include your organization's latest balance sheet and income statement showing the following items:

- Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
- Non-current assets (e.g., net fixed assets, other assets).
- Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes.)
- Non-current liabilities (e.g., notes payable).
- Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).

Submittal 18: Software

Respondent shall provide a detailed explanation of the software used by the Respondent, including years of experience with the software. Such software includes, but is not necessarily limited to, automated student ridership and routing software. Respondent shall also indicate whether GPS capability is offered and if so, describe in detail the GPS utilized and the reports capable of being generated by such.

Submittal 19: Background Review (Criminal History) Check

Respondent shall submit a plan to provide for completing criminal history reviews. If the provider does not have state approval for conducting criminal history reviews, then the provider shall enter into an agreement with the district to conduct criminal history reviews at the cost of \$50 per review.

- 8.4** Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). District officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Respondent or parties to subcontracts. The District maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. For more information regarding conflicts of interest, see District Board Policy DBD (Local) and Exhibit “C” attached hereto and incorporated by reference.
- 8.5** Disqualification. Respondent may be disqualified before or after District opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-responsive Proposals and deviations stipulated in Respondent’s Proposal response may also result in disqualification.
- 8.6** Non-Exclusivity. Any award and contract resulting from this RFP is non-exclusive. The District reserves the right to make no awards or award one or more contracts, in part or in whole, to a single Respondent or to multiple Respondents, and Respondents should take this into account when submitting proposals.
- 8.7** Minority and Women’s Business Enterprise (MWBE). In an effort to encourage minority and women owned businesses to participate in the District’s business and submit Proposals based upon their capacity to perform and be successful, the services under this RFP may be awarded to more than one Respondent if it is in the best interest of the District to do so. Interested Respondents should obtain additional information concerning the District’s location of schools and offices and consider submitting their Proposal for any one or more schools and/or departments, or the entire District.

8.8 Obtaining Information.

- Outside Sources. The District reserves the right to obtain, from any and all sources, information concerning a Respondent which the District deems pertinent to this RFP and to consider such information in evaluating the Respondent's Proposal.
- Inspections. The District reserves the right to make on-site inspections of the Respondent's facilities which the District deems pertinent and necessary to evaluate the Respondent's Proposal and to consider any information received from such inspection in evaluating the Respondent's Proposal.

9.0 Notification of Criminal History of Contractor

9.1 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.

9.2 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 Section 14.1 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.

9.3 This section does not apply to a publicly held corporation.

10.0 Performance Bond

The District may require, as a condition of contract award, a renewable annual performance bond naming the District as obligee or beneficiary in an amount equal to the estimated annual value of the contract. The performance bond must be issued by an approved surety duly licensed and authorized to transact business in the State of Texas, in a form acceptable to the District. The cost of such bond shall be stated separately on the Proposal Form and shall not be included in the Respondent's calculations in arriving at services prices per day. If the District elects to require the Respondent to provide a performance bond, it shall be separately invoiced to the District and paid by the District.

11.0 Taxes

Do not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required.

12.0 Non-Appropriation

Any contract resulting from this RFP may be terminated without notice at the end of a District fiscal year in which funds for the contract are not appropriated without further liability to the Respondent.

13.0 Penalties for Non-Performance

13.1 If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the any contract resulting from this RFP (including price), the District reserves the right to:

- a. Purchase on the open market and charge the vendor the difference between contract and actual price,
- b. Deduct charges from existing invoice totals due at the time, and
- c. Route cancellation fee of one hundred and fifty (\$150) per route cancellation
- d. Cancel the contract upon written notification.

14.0 Proposal Disclosure

14.1 Proposals are subject to the Texas Public Information Act, Texas Government Code Chapter 552.

14.2 No provision of this RFP, the Respondent's Proposal, or any contract executed pursuant to this RFP shall be construed as a limitation on District's obligations under the Texas Public Information Act, and no disclosure of materials as required by the Act shall constitute a breach any obligation to any Respondent by the District. In the event District receives a request for materials identified by a Respondent as confidential, copyrighted, trade secret, or proprietary, District shall promptly notify the Respondent of the request and shall permit the Respondent to submit to the Texas Attorney General reasons why materials should not be released pursuant to the Texas Government Code § 552.305. District shall not be required to submit such reasons why the materials should not be released, or to incur any expense in resisting the release of the materials.

14.3 Respondents shall not issue any news release(s) or make any statement to the news media pertaining to this RFP, or any Proposal and/or contract or work resulting there from without the prior written approval of the District, and then only in cooperation with the District.

14.4 Respondents may only contact the District's designated person for questions or information.

Scope of Work and Specifications

15.0 Minimum Operational Personnel Requirements

Operational personnel are defined as those individuals directly involved in the control, supervision and investigation of daily bus operations and procedures. The extent and regional coverage of the District's transportation needs requires certain personnel availability to assure the safety and success of these functions. In addition to the terminal manager, a minimum of the following personnel shall be maintained as indicated:

Full time

- Operations supervisor (1)
- Office secretary (1); \$19.00-\$21.00 wage range
- Full time driver/bus washer- fueler (1); Average driver wage range
- Mechanic Lead (1) \$27.00-\$29.00 wage range

Part Time

- Trainer (1)
- Drivers (currently 20 drivers; average wage \$19.37 per hour)
- Monitors (4 monitors; average wage \$11.65 per hour)
- Coaches (7 Coaches; Average wage \$17.06 per hour; paid total time unless they transport their team outside of school hours, then its drive time only; hours and pay are included in the summary of field trip information below)
- Part time benefits include
 - Health, Dental and eye insurance
 - 3 paid Holidays
 - Paid monthly safety meetings

Benefit enrollment – 10 total employees

15.2 Bus Driver Personnel. Respondent shall ensure that all drivers employed to drive in the District meet all state and federal requirements for a school bus driver. A driver may not drive a school bus transporting students unless all requirements have been met. The District (or third-party under contract with the District) shall retain the authority to examine all personnel records of the Respondent to determine compliance with the contract.

15.2.1 Respondent shall ensure that all drivers display their current driver's license, certification card, and/or medical card upon request of a District official or District-authorized individual.

15.3.1 Respondent, at Respondent's expense, shall provide uniform shirts approved by the District to be worn by all drivers and bus monitors/aides while on duty performing services under a contract resulting from this RFP for the District.

15.4.1 Respondent shall maintain an adequate number of substitute drivers to cover routes when regular drivers are absent or driving field trips. Respondent must make office personnel available to answer telephone calls from the District and respond to driver communications during operation of routes.

16.0 Routing

Routes and schedules will be established cooperatively by Respondent and the District, conforming to the needs of the District. Digital routing capability is preferred.

16.1.1 Respondent is responsible for providing written suggestions for ways to reduce miles and routes prior to each school year and as ridership changes during the school year.

16.2.1 Respondent shall provide a monthly report detailing the route number, the total number of riders per trip (average based on actual counts; counts must be separated by campus), bus capacity and the percentage of bust capacity used per trip.

○ **Example**

Route	Trip	Campus	Passengers	Bus Cap.	% Used
24	1 AM	Elementary	67	71	94.36%
24	2 AM	High School	45	47	95.74%

Respondent shall provide data requested by the District in the format requested by the District. In addition to providing daily student transportation services, Respondent should be prepared to fulfill all of the District's field trip and extracurricular transportation needs.

17.0 Performance

The District's goal is to contract with a transportation service provider that enhances the services provided by the District, including ensuring "customer" satisfaction. Customers can be, but are not limited to, students, faculty, District employees, and the families served by the District.

17.1.1 Monthly on-time performance reporting by route and trip is required. The report shall include a monthly percentage of on-time performance. Failing to meet the on-time performance rate of 95% monthly will subject the Respondent to liquidated damages of \$500.00 per route.

- The District understands that unplanned weather conditions, detours, and traffic delays (other than normal traffic delays) will occur. The monthly report will include a section detailing route delays not included in the counts for the performance rate of 95%. However, Respondent must be able to demonstrate a communication plan for such occurrences to maintain a minimum number of delays not counted.

17.2.1 Any complaint directed to the District and/or the Respondent must be responded to by Respondent within seventy-two (72) hours of receipt of the complaint. Respondent's resolution of the complaint must be provided to the District, in writing, via email, by the deadline.

17.3.1 Respondent will be responsible for completing all transportation state reports on behalf of the District. Respondent is to ensure Respondent's staff has been properly trained how to accurately complete the state reports. Information for the reports must be gathered throughout the school year; therefore, the District requires all required training to be completed within 60 days after start of the Contract. Respondent shall provide the District with copies of the reports and all supporting documents in digital format.

18.0 Safety

18.1.1 Crash reports. Respondent shall provide crash reports on a monthly, quarterly, and annual basis to the District, detailing:

- Number of Minor Crashes – Number of crashes per 100,000 miles
 - “Minor Crash” is defined as physical contact with a school bus to another vehicle or any object, no police report was filed, and medical treatment was not required.
- Number of Crashes – Number of Crashes per 100,000 miles (does not include minor crashes)
 - “Crash” is defined as an event that caused more than \$1,000 in property damage or was severe enough to cause someone to seek medical attention.
- Injury report based on Crash Report Criteria that includes the following:
 - Incapacitating Injury
 - Non-Incapacitating Injury
 - Possible Injury
 - Killed
 - Not Injured
- Total Number of Crashes - Number of Crashes per 100,000 miles
 - Sum of both Minor Crashes and Crashes

The District reserves the right to outline specific crash notification processes and reporting procedures to Respondent not specifically detailed in this RFP. **Respondents are requested to include their crash notification processes and reporting procedures in their Proposals.**

18.2.1 Injury Report. Same reporting timelines (as required with crashes) of injuries not listed in the crash report. The District reserves the right to outline specific injury notification processes and reporting procedures to Respondent not specifically detailed in this RFP. **Respondents are requested to include their injury notification processes and reporting procedures in their Proposals.**

18.3.1 Video Cameras. Respondent is to maintain the video cameras in working order at Respondent’s expense. The video camera system must allow the selection of incidents from the video to be downloaded without requiring the transfer of the whole recording. The digital copy of a particular incident or requested video footage will be provided to the appropriate administrator when requested by the District.

18.4.1 Discipline. Respondent is required to timely report serious or persistent misconduct on the part of students to the designated District employee. The District, in its sole discretion, shall decide the disciplinary measures, if any, to implement, in accordance with the District’s discipline management program, Student Code of Conduct, and applicable policies.

19.0 Bus Standards; Maintenance

- 19.1.1** Respondent must supply vehicles that meet or exceed all state and federal requirements and laws, including, but not limited to, Texas School Bus Specifications as published by the Texas Department of Public Safety.
- 19.2.1** Respondent shall maintain all vehicles in a clean, non-offensive smelling, safe and reliable mechanical condition.
- 19.3.1** Respondent shall comply with all applicable laws, rules, and regulations governing school buses, including, without limitation, Chapter 34 of the Texas Education Code and 37 Texas Administrative Code Chapter 14.
- 19.4.1** In the event Respondent uses vehicles used as charter buses by organizations other than the District, when those vehicles are operated as charter buses for organizations other than the District, all markings identifying the District must be covered. Respondent must clean all vehicles and remove all trash left on the buses after the charter has been completed. Failure to properly clean the bus(es) after a charter will subject Respondent to liquidated damages of \$500.00 per bus per occurrence.

20.0 Purchase of Fuel

The District shall supply the fuel to buses operated solely for transportation of students and personnel of the District.

21.0 Ownership of Buses

The District owns its bus fleet and is committed to replacing vehicles on a regular schedule based on operational needs. The current fleet consists of 25 air-conditioned buses, including 23 model year 2019 buses and 2 model year 2022 buses. The fleet also includes three 28-passenger buses equipped with wheelchair lifts and one 78-passenger bus with a wheelchair lift. All buses are equipped with seat belts.

22.0 Maintenance Facility

The District will lease its facilities, including utilities, to the Contractor for One Thousand Five Hundred and no/100 Dollars (\$1,500) per month during the term of the Contract. The maintenance facility may not be used by Contractor for maintenance of vehicles except vehicles used for services provided by Contractor under the Contract and other District-owned vehicles. The Contractor shall pay all utility costs for the maintenance facility.

23.0 Reporting

In addition to those required reports as otherwise stated herein, Respondent will prepare all reports required for documenting transportation services for purposes of submittal to the Texas Education Agency.

24.0 Communications

All buses, including spare buses, shall be equipped with two-way radios.

25.0 Field Trips and Other School Sponsored Activities

The Respondent shall be prepared to fulfill all of the District's field trip and extracurricular transportation needs. In addition to the number of required regular and special needs route buses, the Respondent agrees to maintain a minimum 6 spare buses to be utilized for activity and athletic trips conflicting with the regular home-to-school routes and to be utilized as replacements in the event of a required or necessary service repair.

Should the District require additional transportation service, such as coach bus or other forms of charter transportation, the Respondent will assist the District in securing and scheduling the alternative service.

District employees who drive for activities during work hours shall not be paid, nor the district charged, during those work hours. Those employees shall be paid, and the district charge, when those employees drive outside of their normal work hours, 7:30 AM – 3:45 PM. In addition, a sponsor that drives to a sponsored event shall not be paid sit-time if the employee is involved in that activity.

Pricing and Delivery Information

26.0 Costs

Respondent must enumerate all costs associated with the services. Any costs associated with the services not explicitly enumerated and discussed in the Proposal will not be honored. Respondent shall provide information on its standard fee arrangement for any services proposed, and any discounts offered.

26.1.1 Pricing. For all proposed services, alternates, new products, and optional services, Proposals must provide pricing information, including any additional pricing examples. The District may request that Proposer provide discounts or other adjustments, on a per-Purchase Order basis. **You must comply with the following requirements when submitting any and all pricing information:**

26.2.1 Lowest and Best Price. Respondent should propose his/her lowest and best price (as applicable) on each good and/or service that is the subject of this RFP.

26.3.1 Firm Prices. Proposed prices and discount percentages must be firm (fixed) for the entire proposal period. However, if Respondent believes it has a better (more cost-effective method) method, such Proposal may be considered, but only as an alternate proposal and should be noted on the appropriate alternate proposal form included in this RFP. In the event Respondent's price(s) will be adjusted or escalated upon a renewal (if any) or an annual basis of the fixed-price contract awarded pursuant to this RFP, Respondent must indicate such in its proposal. Any adjustment or

escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal or on an annual basis.

26.4.1 Optional Services. Respondent(s) are required to provide the District with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

27.0 General Terms and Conditions

The words “bids,” “request for proposals,” “quotes,” “RFPs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, and other procurement solicitations to which they are attached.

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

This contract is entered into between the District and Respondent, having submitted a Proposal in response to this RFP issued by the District and whose proposal has been accepted and awarded by the District. In consideration of the mutual covenants and conditions contained in this contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Respondent, intending to be legally bound, and subject to the terms, conditions, and provisions of this contract, agree as follows:

27.1 Controlling Documents and Integration: The contract consists of the RFP, including all Addenda, the Proposal submitted by Respondent that is satisfactory to the District, and the District’s contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY CONTRACTOR FORM, PROPOSAL, OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE CONTRACT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.

27.1.2 To the extent that there is any conflict between or among the documents composing the contract, the following hierarchy (from most to least authoritative) shall prevail: (i) the District’s contract forms (written contract, agreement letter, or purchase order as applicable); (ii) RFP as provided by the District and all Addenda; and (iii) any Proposal provisions submitted by Respondent and agreed to by the District.

27.2 Compliance with Contract/Specifications and Exceptions: Respondent must respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and this contract. Any exceptions to the terms and conditions in this RFP or contract must be clearly indicated in the Deviation Form and included in the Proposal. Deviations or exceptions stipulated in Respondent’s response may result in disqualification.

27.3 Term of Contract; Renewal of Contract: Unless otherwise provided or required by the District, the term of a contract resulting from this RFP shall be two (2) years with the option of three (3) additional one-year renewal term(s). Alternately, the District may approve longer or shorter terms upon the mutual consent of the parties. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. Contract prices, terms and conditions are to remain in force during the transitional period. Should the contract with Respondent terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the contract terminated at the expiration of that term.

27.4 Termination of Contract: The District reserves the right to terminate, without cause and for any reason, a contract resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause. The District also has the right to terminate the contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Respondent of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

27.5 Defective/Non-Conforming Work: If Respondent delivers defective or incorrect products, the District may make the determination, at its sole discretion, to return the products to Respondent at no cost to the District. Respondent agrees to pay all shipping and handling costs for any such return shipment. Respondent also shall be responsible for arranging the return of the defective or incorrect products.

27.5.1 If, following seven (7) calendar days of a written notice to Respondent identifying defective or nonconforming work, Respondent or its subcontractors fail to correct such defective or nonconforming work, the District may order Respondent to stop further work, or any portion thereof, until it properly corrects the defect or nonconformance.

27.5.2 Should Respondent not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of the District's order to stop further work, as set forth above, the District may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to Respondent.

27.6 Payment Terms: Payments are due to Respondent within thirty (30) days after the *later* of: (1) the date the District receives product(s) under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Respondent receives an invoice for product(s) or service(s). Respondent agrees to pay any subcontractors the appropriate share of the payment received from the District not later than the tenth (10th) day after the date Respondent receives the payment from the District. The exceptions to payments made by the District listed in Tex. Gov't Code Section 2251.002 shall apply to this contract.

27.7 Invoices/Payment: The District standard payment terms are net 30 days after receipt of invoice. Respondent may offer the District a discount for payment of an invoice(s) with stated discount terms. Respondent's invoices should be sent to Hamshire-Fannett Independent School District, P.O. Box 223, Hamshire, TX 77622. Alternative payment terms may be accepted, in the District's sole discretion.

27.7.1 Respondent's invoices must contain the appropriate District purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line-item number shown on the purchase order and a detailed description identifying the item(s) or service delivered, including quantity, item number, product code, item description, etc. Invoices submitted without the correct purchase order number shown may be returned to the Respondent for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

27.7.2 Invoices should be provided to the District in a timely manner. Respondent is requested to invoice the District within 30 days of providing goods and/or services to the District.

27.7.3 In the event Respondent presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Respondent.

27.8 Change Orders/Amendments: If a change in plans or specifications is necessary after the performance of a contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the District may approve change orders making the changes. Any change orders or requests will be made in accordance with Tex. Educ. Code Section 44.0411 and applicable District procedures and policies. Any changes to a purchase order shall be communicated to Respondent by the issuance of a formal change purchase order. Only a District purchasing staff member, or other authorized District designee, may make a change to the purchase order by issuing and sending a formal change purchase order to Respondent. If Respondent acts on the direction of a District employee who is not authorized to make changes, Respondent does so at his or her own risk or peril and risks termination of the contract for cause. Also, if Respondent attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, Respondent does this at his or her own risk or peril and risks termination of the contract for cause. No amendment of this contract shall be permitted unless and until first approved in writing by the District, and no such amendment shall have any effect unless and until a written amendment to this contract is executed by the District Superintendent or designee after any necessary approvals have been obtained from the District's Board of Trustees.

27.9 Pricing Changes: Pricing may be negotiated during any renewal period and/or on an annual basis. In the event Respondent's prices will be adjusted or escalated upon a renewal (if any) or annually of the fixed-price contract awarded pursuant to this RFP, Respondent must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Respondent agrees to promptly lower the proportionate price of any product purchased through this contract following a reduction in the price Respondent pays its suppliers. Respondent shall provide a 30-day written notice of any necessary price changes due to a force majeure situation that may arise during the term of the contract, and shall provide supporting manufacturer and/or distributor documentation to support such price adjustments. The District reserves the sole right to accept or reject a request for a price change during the contract term, and the District must approve, in writing, all price changes for products

and/or services provided under this contract prior to such price changes taking effect. Respondent shall provide the following documentation to support a request for a price change:

- Justification for change/increase
- Terms and conditions
- Market conditions
- Impact on manufacturer/distributor, if any

28.0 Modifications: The District reserves the right to require any modification to the contract terms if the modification is in the best interest of the District and do not substantially change the scope of the award.

28.1 Force Majeure: Neither the District nor Respondent shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, governmental action or declaration, a pandemic, epidemic, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The District and Respondent are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the contract has not been terminated. Delay or failure of performance, by either party to this contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. The District and Respondent shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this contract, in the event the Respondent's performance of its obligations under this contract is delayed or stopped by a force majeure event, the District shall have the option to terminate this contract. This section shall not be interpreted as to limit or otherwise modify any of the District's contractual, legal, or equitable rights.

28.2 Default Conditions: If Respondent: (i) breaches any provision of the contract; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), the District will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate the contract with five (5) days prior written notice to the Respondent. The District will then be relieved of all obligations, except to pay the reasonable value of Respondent's prior performance, satisfactory to the District (at a cost not exceeding the contract rate and subject to any claims, costs and expenses incurred by the District as a result of Respondent's default). In the event of default, the District is expressly authorized to obtain the goods or services that would have been provided by the Respondent under this contract from an alternative source. The Respondent will be liable to the District for all costs exceeding the contract price that the District incurs in completing or procuring the services and goods as provided for in the contract. The District's right to require strict performance of any obligation in the contract

will not be affected by any previous waiver, forbearance, or course of dealing.

28.3 Warranties: RESPONDENT EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE CONTRACT RESULTING FROM THIS RFP WILL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING CONTRACT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. RESPONDENT EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING CONTRACT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, INCLUDING U.S.D.A. CERTIFICATIONS, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S SUPERINTENDENT.

28.5 Non-Assignment: The Respondent may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from the District. Any attempted assignment of this contract by the Respondent shall be null and void. Any purchase order made as a result of this contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the Respondent without the prior written approval of the District.

28.6 Penalties: If the Respondent is unable to provide the goods and/or services at the prices quoted in the Respondent's Proposal or if the Respondent fails to fulfill or abide by the terms and conditions of the contract, the Respondent agrees that the District may take the following action(s), in the District's sole discretion:

- Insist that the Respondent honor the price(s) quoted in the Respondent's Proposal;
- Have the Respondent pay the difference between Respondent's price and the price of the next acceptable Proposal (as determined by the District);
- Have the Respondent pay the difference between the Respondent's price and the actual purchase price of the good and/or service on the open market; and/or
- Recommend to the District's Board of Trustees that the Respondent no longer be given the opportunity to submit a proposal to the District and/or termination of the contract.

28.7 Compliance with Laws: The Respondent shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations. The Respondent further agrees to comply with all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to the District. For the entire duration of this contract, the Respondent shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this contract. All federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations and required certifications are contained in Exhibit D, attached hereto and hereby integrated into this contract.

28.8 Performance: The Respondent agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this contract. The Respondent shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work or purchase order under this contract. The Respondent shall use skilled, trained personnel, who shall be supervised by the Respondent.

28.4 Confidentiality: The Respondent and the District agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. The Respondent and the District understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

28.4.1 Open Records Policy. The Respondent also acknowledges that the District is subject to the Texas Public Information Act (TPIA), and the Respondent waives any claim against and releases from liability the District, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this RFP or contract or otherwise created, assembled, maintained, or held by the Respondent or the District and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the TPIA.

29.0 Record Retention: The Respondent shall preserve all records relating to this RFP and/or contract for a period of five (5) District fiscal years or for such longer period as may be required by law, after final payment relating to this project.

29.1 Right to Review, Audit, and Inspect: The District and its authorized representative(s), shall be afforded unrestricted access to and permitted to inspect and copy all of the Respondent's records, which shall include, but not be limited to, accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. From time to time, the District may desire to audit certain Respondent documents to ensure compliance with the contract and/or Proposal. Some audits may include but are not limited to: checking Respondent invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents. The Respondent agrees to furnish the documents requested in a reasonable time at a mutually agreeable place. If this project is funded from contract/grant funds provided by the U.S. Government or the State of Texas, all documentation, including books and records, shall be available for review and audit by the Comptroller General of the U.S., the Inspector General of the federal sponsoring agency or the State of Texas, the District and its duly authorized representative(s). For service contracts, the District reserves the right to require the Respondent to furnish operating and/or status reports on a mutually agreed-upon schedule.

29.2 Insurance: Unless otherwise agreed to by the District, the Respondent shall carry insurance with responsible carriers acceptable to the District rated A or better, by A.M. Best with minimum limits of liability coverage in the amounts as set forth in the Insurance Coverage Proposal Form and Worker's Compensation Proposal Form of this RFP. The Respondent shall furnish Certificates of Acord to the District or a letter from the insurance carrier on the insurance carrier's letterhead to the District indicating compliance with this paragraph in a manner set forth in Section 30.5 of this RFP. Upon receipt of a letter of intent to award from the District, the Respondent must

submit to the District the actual Acord Form prior to being recommended to the District's Board of Trustees for contract approval. The Respondent will have three (3) business days from the date of the letter to submit their certificates of insurance; failure to provide all the requirements will cause your Proposal to be non-responsive. Insofar as allowed by law, such Certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to the District.

- 29.2.1** Respondent shall maintain such insurance in full force and effect throughout the duration of the contract. In the event that it is not commercially feasible to maintain insurance during the period required by the contract, Respondent shall supply the District with equivalent assurance to the required insurance, acceptable to the District.
- 29.2.2** The District shall be named as an additional insured on the automobile and commercial general liability policies.
- 29.2.3** A waiver of subrogation shall be issued in favor of the District in the workers' compensation, automobile and commercial general liability policies. At the District's discretion the District will accept the Occupational Accident with Employers Liability as an alternative of workers' compensation.
- 29.2.4** In the event there is a deductible on any policy, the District may ask Respondent to provide evidence to the satisfaction of the District that Respondent is able to satisfy the deductible.
- 29.2.5** Notice regarding insurance and cancellation or changes should be mailed to the District in a manner as set forth in Section 30.5 of this RFP.
- 29.2.6** The District reserves the right to require additional insurance coverage to be carried by Respondent as deemed desirable by the District, depending on the type of project.

29.3 Tax Responsibilities of Respondent and Indemnification for Taxes: The Respondent shall comply with the tax laws of states and the federal government. The Respondent and all of its subcontractor(s) shall pay all federal, state, and local taxes applicable to the Respondent's operation, Respondent's employees, and the like. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of the Respondent.

29.4 Use of District Name or Logo(s): Respondent may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Trustees, the Superintendent of Schools, or their designee.

29.5 No Agency or Endorsements: It is the intention of the parties to this contract that

Respondent is independent of the District, is an independent contractor, and is not an employee, agent, joint venture, or partner of the District. This contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company, service, or product. Respondent agrees that the District has no responsibility for any conduct of any of Respondent's employees, agents, representatives, contractors, or subcontractors, and Respondent shall remain solely responsible for their supervision, daily direction and control, payments of salary (including withholding of income taxes and social security), workers' compensation, and disability benefits, and like requirements and obligations.

29.6 Third Parties: Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either the District or the Respondent.

29.7 Subcontractors: The Respondent shall not use subcontractors in the performance of any part of this contract without prior written approval by the District. If the Respondent uses subcontractors in the performance of any part of this contract, the Respondent shall be fully responsible for all acts and omissions of the subcontractors. Nothing in this contract shall create for the benefit of any such subcontractor any contractual relationship between the District and any such subcontractor, nor shall it create any obligation on the part of the District to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. The Respondent represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this contract.

29.8 No Waiver: The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any contract shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of the District. No waiver of a breach of any provision of the contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

29.9 Indemnification: THE RESPONDENT SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND THE DISTRICT AND EACH OF ITS RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY HAMSHIRE-FANNETT ISD AND ITS OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY RESPONDENT AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH RESPONDENT'S PERFORMANCE OF THE CONTRACT. All obligations as set forth in this paragraph shall survive the acceptance and termination of the contract.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity

or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

30.0 Hazardous Materials: In the performance of Respondent's services, the Respondent shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. The Respondent shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of Respondent's activities.

30.1 Governing Law and Exclusive Venue: Any contract resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. Any court of competent jurisdiction sitting in the County of Jefferson, State of Texas, shall be the sole and exclusive place of venue to resolve any dispute with respect to the contract.

30.2 Section Headings: The headings of sections and paragraphs contained in any document related to this project are for convenience only and shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

30.3 Severability: If any portion of this RFP or contract is deemed to be unenforceable, the remainder shall be construed as if such unenforceable provisions had never been contained therein.

30.4 Appeal/Protest: Any Respondent who submitted a proposal may appeal the District's award, if the appeal is based on deviations from laws, rules, regulations, or the District's Board policies. District Board Policy GF (Local) applies to any Respondent wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Respondent shall submit a complaint/appeal form by hand-delivery, email or fax, or U.S. mail. Complaints/appeals must be received by the close of business on or before the 10th District business day following the award. In the event the Respondent is unsure about the award of the contract, it is the Respondent's responsibility to contact the District on the next business day after the award is announced and verify details concerning the award.

30.5 Dispute Resolution: At the sole option of the District, the District may require the Respondent and the District to submit any and all disputes to the alternative dispute resolution process of non-binding mediation. The Respondent and the District agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this contract, the Respondent and the District further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement if the District requires non-binding mediation. Any such mediation shall take place in Jefferson County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed-upon

mediator. The District will have the first opportunity to strike a name from the list. All fees and costs of the mediation shall be shared equally between the parties. No formal record shall be made of the mediation.

30.6 Attorney's Fees: In connection with the District's defense of any suit against it and/or the District's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any contract, in which the District prevails as to all or any portion of its defense(s), claims, counterclaims or actions, the District shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action. Likewise, in connection with the Respondent's defense of any suit against it and/or the Respondent's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any contract, in which Respondent prevails as to all or any portion of its defense(s), claims, counterclaims or actions, the Respondent shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

30.7 Material Change: The Respondent is required to notify the District when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

30.8 Notice: Any notice required to be given relating to the contract shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: Vendor's Contact Name and Address as listed in the **Proposal Form Signature Page** of this RFP

To: Hamshire-Fannett Independent School District
Attn: Allison Byrd, Director of Finance
P.O. Box 223
Hamshire, TX 77622

If delivered by hand:
Hamshire-Fannett ISD
Attn: Allison Byrd, Director of Finance
12702 2nd Street
Hamshire, TX 77622
Hamshire-Fannett, Texas

Any party may designate a different address by giving the other party ten (10) days prior written notice in the above manner.

PROPOSAL FORM
SIGNATURE PAGE

I have received the Request for Proposals for Student Transportation Services and all Forms for the furnishing of Student Transportation Services as prepared by Hamshire-Fannett Independent School District. I have examined the Request for Proposal and Forms and submit the following proposal. I have not deviated from the Request for Proposal except as set out on the Deviation Form.

I agree:

1. To hold my Proposal open for sixty (60) days after the Proposal date for review of the Proposal.
2. That the signing of this Proposal form will constitute an offer to the Hamshire-Fannett Independent School District by the Respondent.
3. To furnish services in strict compliance with the Request for Proposal.
4. My Proposal does not include any tax for which an independent school district is not liable.

Entity, Company or Firm Name: _____

Contact Person: _____

Telephone #: _____

Fax: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

PROPOSAL FORM
BASE PRICE PROPOSAL

Proposed prices shall be submitted based on a Daily Rate that includes the first four (4) hours of service each day. This form may not be altered. Each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The District reserves the right to require the Respondent to add and delete buses to or from service at the rates specified below.

Regular and Special Education
Home-to-School Transportation Normal District
School Year

Based on four (4) hours:

	<u>Daily Rate</u>	<u>Hourly Rate</u>
Daily Bus rate	\$ _____	\$ _____

Regular and Special Education
Home-to-School Transportation Extended District
School Year

	<u>Daily Rate</u>	<u>Hourly Rate</u>
	\$ _____	\$ _____

The District requires the Respondent to submit rates for the performance of Extended Year and/or Summer School programs without regard to the current status of these programs in the District. The rates submitted here shall apply to all transportation services provided after the conclusion of the District's normal school year.

PROPOSAL FORM
Base Price Proposal

In addition to home-to-school transportation, the District expects the Respondent to provide transportation services in support of other District-related activities. If the District requests bus service that conflicts with normal home-to-school service, the Respondent shall provide that service to the best of their ability. Conflicting trips will require additional staff beyond the numbers needed to provide regular home-to-school service and will preclude the use of home-to-school vehicles.

**Additional Transportation Services:
 Extracurricular Trips, Mid-Day Runs, And Other District Requested Bus Service**

	Hourly Rate	Mileage Rate	Minimum Call-out Charge
All Bus Capacities	— \$ _____	\$ _____	_____ \$ _____

Rates provided for all transportation trips shall begin and end at the transportation center, and shall include total driver's time, including time for bus pre-trip checkout, clean-up, and layover time. For driver's time in excess of forty (40) hours per week, the charge will be one-and-one-half (1 ½) times the hourly rate stated above.

Bus Monitors and Bus Aides: The District may require the use of bus monitors and/or bus aides in the performance of this contract. Billable time is to be based on total driving time, including layover time. Monitors or aides working in excess of forty (40) hours in one week shall be billed at one-and-one-half (1 ½) times the hourly rate stated.

Monitors or aides' hourly rate: \$ _____

Performance Bond: The District may require the Respondent to furnish a performance bond in accordance with the requirements of this Proposal.

Performance bond annual cost: \$ _

Rates for Video Monitors. The District may require the use of a video surveillance system.

Video surveillance system daily rate per bus: \$ _____

Maintenance on District Non-Student Transportation: The District may require the Respondent to provide maintenance on District Non-Student Transportation Fleet.

Non-student transportation maintenance hourly labor rate: \$ _____

PROPOSAL FORM
TABULATION

INSTRUCTIONS

Each Respondent is required to complete the following tabulation form to provide the District with the most realistic projection of their expected annual cost. Each cost category of service provided should be clearly annotated, allowing the District to easily determine the specific level of service being proposed. If the Respondent is quoting services or other items not specifically included in this specification, the expected billing calculation for each item should be clearly detailed on the tabulation.

ALTERNATE PROPOSALS

For an alternate Proposal to be considered, it must clearly identify the proposed level of service. This includes the number of routes, hours, miles, monitors, etc. The Proposal must also detail the impact these changes have on specific routes, ride times, bell times and effected schools. The District encourages innovative alternate Proposals; however, the District will utilize the tabulation form based on current service levels to determine the low Proposal for contract award purposes. A separate Proposal tabulation form must be prepared for each alternate Proposal.

**Hamshire-Fanett Independent School District
Student Transportation Service
Due Date: - 2:00 P.M. (CST)**

Alternate - ISD Provided buses

Tabulation Form

This Form serves as a total page for the bid prices included in the previous pages. The actual number of days, hours and routes may change during the school year.

Fill in Blue Spaces Only

Normal School Year - Home to School - Regular Education

	Daily Base Rate	# of Routes	Hourly Rate	# of Hours	Mileage Rate	Number of Miles	# of Days Billed	Total Cost
Normal Home-To-School Service:		x 19	+	x 2.0	+	x 60.0	x 170	= \$ -

Extended Year Home-To-School Service

	Daily Rate (1)	# of Routes	Hourly Rate	# of Hours	Mileage Rate	Number of Miles	# of Days Billed	Total Cost
Extended Year Home-To-School Service		x	+	x 0.0	+	x	x 16	= \$ -

Other Transportation Services (3)

Mid day	3 hrs/day; 170 days	3		x 3		x 25,500	170	= \$ -
Extra Curricular		303		x 4		x 25,282		= \$ -
Bus Monitors/Aides	3 rtes, 170 days@4 hrs per day			x 2,040				= \$ -

Total Contracted Transportation Cost **\$ -**

	Daily Rate (1)	Number of Routes	Hourly Rate	Number of Hours (2)	Mileage Rate	Number of Miles*	Number of Days Billed	Total Cost
Normal Home-To-School	\$		\$		\$			\$
21-47 passenger	\$		\$		\$			\$
48-72 passenger	\$		\$		\$			\$

PROPOSAL FORM
DEVIATION FORM

All Respondents MUST COMPLETE this page. SIGN & RETURN with Proposal or Proposal may be considered NON-RESPONSIVE.

DEVIATIONS: In the event the undersigned Respondent intends to deviate from the terms of the Request for Proposals, all such deviations must be listed on this page, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

The District will be the sole judge to determine if deviations are acceptable in meeting the needs the District.

NO DEVIATIONS: In the absence of any deviation entry on this form, the Respondent assures the District of their compliance with the terms of the Request for Proposal.

Our Proposal is submitted according to:

 Deviations listed above

OR

 No Deviations

Signature: _____

Printed Name: _____

Title: _____

PROPOSAL FORM

WORKERS' COMPENSATION CERTIFICATE

The Respondent shall sign and submit the following certificate with the transportation written proposal. HAMSHIRE-FANNETT Independent School District requires Respondent to provide workers' compensation as per state law requirements.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY LIMITS

Workers' Compensation:	Statutory
Employer's Liability: Each Accident	\$ 1,000,000
Disease - Each Employee	\$ 1,000,000
Disease - Policy Limit	\$ 1,000,000

Company Name

Signature of Authorized Agent

Date Signed

Note: Respondent may attach current certificate of coverage with a signed statement that if awarded the contract, they will obtain said coverage.

PROPOSAL FORM
INSURANCE COVERAGE

GENERAL LIABILITY:	Limits
A. Commercial General Liability	
1. General Aggregate	\$ 2,000,000
2. Products-Completed Operations Aggregate	\$ 2,000,000
3. Personal and Advertising Injury	\$ 1,000,000
4. Each Occurrence	\$ 1,000,000
5. Fire Damage (any one fire)	\$ 100,000

AUTOMOBILE LIABILITY:	Limits
A. Commercial Auto Liability	\$ 1,000,000
Any Auto (includes all owned, scheduled, hired and non-owned autos.)	
B. Garage Liability	\$ 1,000,000

EXCESS LIABILITY:	Limits
Umbrella Form	
1. Each Occurrence	\$ 9,000,000
2. Aggregate	\$ 9,000,000

HAMSHIRE-FANNETT ISD will be listed as additional insured on certificate of insurance if we are awarded the contract.

I, the undersigned, have attached a copy of a certificate of insurance that I attest (1) remains currently in force and (2) has been issued for the purposes of insuring a school district, or non-public school which currently contracts for student transportation services from my firm.

Company Name

Signature of Authorized Agent

Date Signed

NOTE: Respondents may submit current certificate of insurance with a signed statement that the above stated coverage will be in force prior to award of contract.

PROPOSAL FORM

FELONY CONVICTION NOTICE

Texas Education Code Section 44.034, Notification of Criminal History of Contactor, 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.”

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

Vendor’s Name: _____

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

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

Signature of Company Official _____

B. 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): _____

Signature of Company Official: _____ Date: _____

C. My firm is a publicly held corporation; therefore, this reporting requirement is not required.

Signature of Company Official: _____

EXHIBIT "A"
TRANSPORTATION DATA

1.0 Facts and Statistics

1.1 The District currently has four campuses: Hamshire-Fannett Elementary School, Hamshire-Fannett Intermediate School, Hamshire-Fannett Middle School, and Hamshire-Fannett High School.

1.2 The total enrollment for the District as of April 2026 was 1931. The District's projected growth rate is 5% annually over the next five (5) years

2.0 Number of days operated:

Normal school year – 171 days

Summer school 16-21 days

3.0 Routes Information:

Normal school year

Regular routes – 15

Special needs routes - 3

Average driver and billable hours per route – 4.1

Average miles per route - 60

Summer School

Regular routes – 1

Special needs route – 0

4.0 Current Bell Times:

	Morning Bell Time	Afternoon Bell Time
Elementary School	7:55	3:25
Intermediate School	7:55	3:25
Middle School	7:55	3:25
High School	8:00	3:30

5.0 Current Routes:

Hamshire-Fannett I.S.D. – Average Miles Per Day

Route	Description (Notes / Monitor Info)	Miles
Home-to-School Routes		
Route 62102	Special Ed with Monitor	53
Route 62103	Special Ed with Monitor	101
Route 62225		73
Route 62226		72
Route 62227		42
Route 62228		64
Route 62229		96
Route 62230		56
Route 62232		29
Route 62233		24
Route 62234		41
Route 62235		45
Route 62236		52
Route 62237		71
Route 62238		82
Route 62239		74
Route 62240		63
Mid-Day Routes		
Route 62301	Special Ed	18
TOTAL		1056

EXHIBIT “B”
PROPOSED FORM OF AGREEMENT

To view this document, please see the
RFP 26-01 Addendum #1 on our district
website.

EXHIBIT "C"

CIQ Form & Certificate of Interested Parties

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>	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="padding: 2px;">OFFICE USE ONLY</th></tr></thead><tbody><tr><td style="padding: 2px;">Date Received</td></tr></tbody></table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
1 Name of vendor who has a business relationship with local governmental entity.			
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.)			
3 Name of local government officer about whom the information is being disclosed.			

Name of Officer			
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.			
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.			
6 <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).			
7			

Signature of vendor doing business with the governmental entity	_____		
	Date		

Certificate of Interested Parties – Form 1295

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

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

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom the District contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

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

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

Respondent must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondent must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Respondent must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with the District by attaching the completed form to the Respondent’s solicitation response.

The District must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After the District acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from the District.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION

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

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

EXHIBIT "D"
Vendor Certification Form
State and Federal Required Certifications


For each of the items below, Respondent shall certify Respondent's agreement and ability to comply, where applicable, by having Respondent's authorized representative initial the applicable term and condition.

STATE OF TEXAS REQUIRED CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

By submission of a quote, bid, or proposal, the undersigned certifies that:

- a. The quote, bid, or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;
- b. This quote, bid, or proposal has not knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the quote, bid, or proposal for this project.
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a quote, bid, or proposal.
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any other person signing in his behalf.

 Initials of Authorized Vendor Representative

CERTAIN DEBTS OR DELINQUENCIES CERTIFICATION

As required by § 2252.903 (Contracting with Persons who have Certain Debts or Delinquencies) of the Texas Government Code, Respondent's authorized agent certifies that it is not currently in debt or delinquent in payment of any student loan, child support obligation, or tax, to include franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax.


Please indicate your status:

_____ The corporation or person is neither in debt nor delinquent in payment of any of the above and is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

_____ The corporation or person is subject to Texas franchise tax and is neither in debt nor delinquent in payment of any of the above. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation or person.

_____ I hereby certify that there is delinquent Texas franchise tax pending against the corporation or person.

_____ I hereby certify that the person or corporation is in debt or delinquent in payment of either a student loan, child support, or tax obligation owed to this State (other than Texas Franchise Tax).

 Initials of Authorized Respondent Representative

COMPLIANCE WITH ANTITRUST LAWS (TX GOV'T CODE 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- a. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- b. In connection with this solicitation, neither I, nor any representatives of the Company, have violated any provision of the Texas Free Enterprise and Antitrust Act codified in Tex. Bus. & Comm. Code Chapter 15;
- c. In connection with this solicitation, neither I, nor any representative of the Company, have violated any federal antitrust law; and
- d. Neither I, nor any representatives of the Company, have directly or indirectly communicated any of the contents of this solicitation to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Initials of Authorized Respondent Representative

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As required by Texas Family Code §231.006 as amended by Section 82 of H.B. 433, 74th Legislature, R.S. (Acts 1995, 74th Leg., R.S., Ch. 751), all vendors must complete and submit with the quote, bid, or proposal the following affidavit:

I, the undersigned vendor, do hereby acknowledge that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive a grant, loan, or payments from state funds under a contract to provide property, materials, or services.

I further acknowledge that a child support obligor or business entity ineligible to receive payments described above shall continue to be ineligible until: 1) all arrearages have been paid; 2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or 3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption.

In accordance with Texas Family Code §231.006, the names and social security numbers of the individual identified in the quote, bid, or proposal or application or the sole proprietor and each partner, shareholder, or owner with a minimum 25% ownership interest in the business entity identified therein are provided below:

Name	Social Security Number
Name	Social Security Number
Name	Social Security Number

Pursuant to Texas Family Code §231.006, the vendor hereby certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Initials of Authorized Vendor Representative

CERTIFICATION REGARDING BOYCOTTING ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

 Initials of Authorized Vendor Representative

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS


Effective September 1, 2017, Chapter 2252, Subchapter F, of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under Subchapter F.)

I, the undersigned authorized representative of vendor, do hereby certify and verify that vendor is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

 Initials of Authorized Vendor Representative

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) the agreement with THE DISTRICT has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by THE DISTRICT; or (b) the agreement with THE DISTRICT results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by THE DISTRICT in a fiscal year of THE DISTRICT, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov’t Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to THE DISTRICT for the duration of the Agreement; (2) promptly provide to THE DISTRICT any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of THE DISTRICT; and (3) on completion of the Agreement, either (a) provide at no cost to THE DISTRICT all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to THE DISTRICT.

 Initials of Authorized Vendor Representative

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS –2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by THE DISTRICT for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between THE DISTRICT and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

a. Vendor Violation or Breach of Contract Terms for Contracts Exceeding Simplified Acquisition Threshold

Contracts for more than the Simplified Acquisition Threshold currently set at \$250,000 (2 CFR § 200.320), 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.

Vendor shall agree to the following provision as well as any additional term and conditions in any solicitation or purchase order.

“This Contract may be terminated by THE DISTRICT in the event of breach of this Contract by Contractor. A breach occurs when Contractor fails to perform its obligations under this Contract or fails to comply with the terms of this Contract. In the event of a breach, THE DISTRICT shall provide the Contractor with written notice of such breach setting forth the basis for such claim of breach. Contractor shall have ten business (10) days from the receipt of the notice of breach to cure such breach. If Contractor fails to cure the breach within ten business (10) days of receipt of the notice, THE DISTRICT shall have the right to terminate Contract immediately and pursue any remedies available under law for breach of Contract. In the event, the Services under this Contract must be completed by a certain date, the Contractor is required to provide immediate notice at such time it has knowledge that it will be unable to perform the Services within the time required.”

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a quote or proposal, you agree to these Vendor violation and breach of contract terms.

Initials of Authorized Vendor Representative

b. Termination for Cause and for Convenience for Contracts Exceeding \$10,000

For any THE DISTRICT purchase or contract in excess of \$10,000 made using federal funds, Vendor agrees that the following term and condition shall apply:

THE DISTRICT reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from the procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: 1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; 2) make any payments owed; 3) otherwise perform in accordance with the procurement solicitation, contract, and/or a purchase order; or 4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of Federal awarding agency or THE DISTRICT. THE DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if THE DISTRICT believes, in its sole discretion that it is in the best interest of THE DISTRICT to do so. The vendor will be compensated for work performed and accepted and goods accepted by THE DISTRICT as of the termination date if the contract is terminated for convenience of THE DISTRICT. Any award under the procurement process is not exclusive and THE DISTRICT reserves the right to purchase goods and services from other vendors when it is in the best interest of THE DISTRICT.

Initials of Authorized Vendor Representative

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 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Initials of Authorized Vendor Representative

d. Davis-Bacon Act

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, Vendor shall comply 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, Vendor is 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, Vendor shall pay wages not less than once a week.

THE DISTRICT must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor agrees that for any purchase to which this requirement applies, the award is conditioned upon Vendor’s acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor further agrees that it shall comply 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 subcontractor 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.

Initials of Authorized Vendor Representative

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by THE DISTRICT in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is 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.

Initials of Authorized Vendor Representative

f. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or 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.

Vendor agrees to comply with the above requirements when applicable.

Initials of Authorized Vendor Representative

g. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Where applicable, all contracts awarded by THE DISTRICT in excess of \$150,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Initials of Authorized Vendor Representative

h. Debarment and Suspension

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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify THE DISTRICT if later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Initials of Authorized Vendor Representative

i. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendors 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Initials of Authorized Vendor Representative

j. Procurement of Recovered Materials

Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Initials of Authorized Vendor Representative

k. Profit as a Separate Element of Price

For purchases using federal funds in excess of the Simplified Acquisition Threshold, currently at \$250,000, THE DISTRICT may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required, Vendor agrees to provide information and negotiate with THE DISTRICT regarding profit as a separate element of the price for a particular purchase.

Initials of Authorized Vendor Representative

l. Record Retention Requirements for Contracts Paid for with Federal Funds

When federal funds are expended by THE DISTRICT for any contract resulting from this procurement process, the vendor shall comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor shall retain all records as required by 2 CFR § 200.334 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 closed.

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m. EPA Regulations

When federal funds are expended by THE DISTRICT for any contract in excess of \$100,000 resulting from this procurement process, Vendor shall comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

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n. Energy Policy and Conservation Act

When federal funds are expended by THE DISTRICT for any contract resulting from this procurement process, Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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o. Domestic Preferences for Procurement and Buy America Provisions

As appropriate and to the extent consistent with law, THE DISTRICT prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it 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.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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p. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment


THE DISTRICT, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Vendor certifies that Vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Initials of Authorized Vendor Representative

q. Never Contract with the Enemy


When federal funds are expended by THE DISTRICT for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, THE DISTRICT will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity

Information System (FAPIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. THE DISTRICT has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

 Initials of Authorized Vendor Representative


r. Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

2 CFR § 200.321 – When federal funds are expended by THE DISTRICT, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

 Initials of Authorized Vendor Representative

s. Certification of Equal Employment Statement

It is the policy of THE DISTRICT not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

 Initials of Authorized Vendor Representative

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.

Company Name

Address

Phone

Email Address

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date
