

**UNIFORM SERVICES
OPENING 11-16-18 @ 2:00 P.M.**

1. SCOPE

- 1.1. Hays Consolidated Independent School District (HCISD) requests proposals for Uniform Services.
- 1.2. HCISD will accept responses either by mail or hand carried until **2:00 p.m., 11-16-18**. Proposals received after the opening date and time will not be accepted and will be returned unopened to vendor. One (1) clearly defined original and two (2) clearly defined copies (one of which is in electronic format - flash drive) of the response are required for evaluation purposes. Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address, the proposal number and opening date and time, and addressed to: Hays Consolidated Independent School District, PURCHASING DEPARTMENT, Jennifer Ornelas, 21003 IH 35, Kyle, TX 78640.

2. CONTRACT PERIOD

- 2.1. Initial contract period shall be for one year from the date of award.

3. OPTION TO RENEW

- 3.1. HCISD may, at its option and with the approval of the contractor, extend the period of this agreement up to four (4) additional one-year periods. This extension would contain all terms and conditions and rates of the original contract, contingent upon availability of funds. The Contractor shall be notified in writing by the Buyer of HCISD's intention to extend the contract period at least thirty (30) days prior to expiration of the original contract period.

4. PRICE ADJUSTMENTS IN RENEWAL PERIODS

- 4.1. Consumer Price Index: Price adjustments may be authorized for line items based upon the latest version of the Consumer Price Index (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 4.1.1. Methodology: Price adjustments for line items shall be calculated by applying the simple percentage method to the CPI data. This method is defined as dividing the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment) by the index value of base period (final published data of the CPI for the base period (date of award), then multiplying the sum by the base price (price at the time of award). Formula is as follows:

$$\frac{\text{Index value at Time of Calculation}}{\text{Index value of Base period}} \times \text{price at time of award} = \text{adjusted price}$$

- 4.2. Price Increases: Vendor may request a price increase in accordance with the methodology outlined in item 4.1.1 after twelve (12) months from the date of award. Subsequent increases may be requested twelve (12) months from the date of the previously approved price increases.

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5. **METHODS OF PROCUREMENT:** Bidder to indicate acceptable methods of procurement.

Method	Yes	No
Separate Purchase Orders	<input type="checkbox"/>	<input type="checkbox"/>
Blanket Purchase Orders	<input type="checkbox"/>	<input type="checkbox"/>
Procurement (Credit) Cards	<input type="checkbox"/>	<input type="checkbox"/>
District Check	<input type="checkbox"/>	<input type="checkbox"/>

6. **INDEMNIFICATION:** The contractor shall save and keep harmless and indemnify HCISD against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Vendor.

7. **INSURANCE:**

7.1. General public liability insurance covering all duties, services, or work to be performed under the contract; **for contracts up to \$500,000**, insurance shall provide limits of \$500,000 each occurrence, \$500,000 products/completed operations aggregate, \$500,000 personal injury liability, \$50,000 property damage liability, \$5,000 medical payments coverage, \$1,000,000 policy aggregate.

Required automobile liability insurance \$250,000 per person, \$500,000 per accident for bodily injury, and \$100,000 per accident for property damage.

The contractor must also maintain Worker's Compensation insurance providing the statutory benefits for the State of Texas and employer's liability in the amount of \$500,000 for each person, \$500,000 in the aggregate and \$500,000 for each person for occupational disease.

Hays Consolidated Independent School District shall have no responsibility of liability for such insurance coverage.

Vendors must provide proof of insurability with the response. Acceptable proof of insurability will be a certificate of insurance or a letter from the insurance carrier (not the insurance agent). The awarded vendor must provide a certificate of insurance compliance within 15 calendar days after notification of the award.

Each policy of required insurance shall provide for 30 days notice of cancellation to Hays Consolidated Independent School District and shall name its Board of Trustees as additional insured and include the following provision:

"It is a condition of this policy that the insurance carrier shall furnish written notice to the HCISD Purchasing Department Office, 21003 IH 35, Kyle, TX 78640, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy."

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8. TERMINATION

- 8.1. **FOR DEFAULT:** The performance of work under the contract may be terminated by HCISD in accordance with this clause, in whole or in part, in writing, whenever HCISD shall have determined that the Vendor has failed to meet the performance requirements of the contract. HCISD has the right to terminate for default if the Vendor fails to make delivery of the goods or perform the work, or if the Vendor fails to perform the work within the time specified in the contract, or if the Vendor fails to perform any other provisions of the contract.
- 8.2. **FOR CONVENIENCE:** HCISD may terminate the contract at its convenience with thirty (30) day advance written notice to the Vendor. In the event of such a termination by HCISD, HCISD shall be liable for the payment of all approved work performed prior to the termination.
- 8.3. In the event of termination, HCISD reserves the right to re-award this contract to the next low responsive bidder.

9. GENERAL TERMS AND CONDITIONS

- 9.1. Inquiries and requests for information affecting the proposal must be in writing and shall be directed to Jennifer Ornelas, Buyer, via email (jennifer.ornelas@hayscisd.net). **To provide HCISD sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by 11-16-2018.** Contact with HCISD personnel other than Jennifer Ornelas or her designee regarding this solicitation may be reason for elimination from the selection process. Any prospective respondent detecting a conflict or ambiguity in the proposal should notify the Buyer, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum. If HCISD believes that clarification is necessary or proper, a clarifying addendum will be distributed to all prospective vendors. HCISD will not be bound by any oral or other informal explanation of the requirements of the proposal documents.
- 9.2. Provide detailed explanations of any variances or exceptions the respondent has with any requirement or term specified in this proposal and thoroughly explain any alternate service offered.
- 9.3. Delivery dates – Vendors must specify the projected delivery date as part of the proposal response. Delivery of supplies must be in compliance with the Bid specifications.
- 9.4. HCISD is not responsible for any costs incurred by the Vendor for the preparation or distribution of the proposal.
- 9.5. Vendor(s) or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the respondent's own risk.
- 9.6. **PROPRIETARY INFORMATION:** Proprietary information if any submitted to HCISD in response to this proposal should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.
- 9.7. HCISD reserves the right to negotiate all elements, which comprise the Respondent's offer to ensure the best possible consideration, be afforded to all concerned and to reject any and all offers and to re-solicit for offers in such an event.

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9.8. Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

9.8.1. **Membership.** Hays CISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

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

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

9.9. **Assignment:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of HCISD.

9.10. **Disclosure of Criminal Histories:** Pursuant to Texas Education Code Section 22.083, as passed during the 80th(R) Texas Legislative Session as Senate Bill No. 9, individuals that come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. "National criminal history record information" means criminal history record information obtained from the Texas Department of Education under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC.

9.11. Prior to commencement of any work under this Contract, the Contractor shall provide HCISD with a list of all Contractor employees and subcontractor employees who have been arrested for, convicted of, or received deferred adjudication for any criminal conduct, except misdemeanor traffic violations. The Contractor shall ensure that no worker with a criminal history performs work for the District without first notifying the District. HCISD reserves the right of first refusal to prohibit such persons from entering District premises.

9.11.1. **Criminal Background Checks:** The Contractor acknowledges and agrees that the HCISD reserves the right to subject all persons entering District premises to background screening checks prior to granting access to areas frequented by students. Background checks may require surrendering a driver's license or submitting fingerprints for inspection. If any of the Contractor's employees, representatives or subcontractors refuse to submit to a background check, or if a background check reveals a criminal history, such persons may be refused access to District premises; however such refusal shall not relieve the Contractor of its obligations as specified in this Contract.

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- 9.12. **Requirements of Texas Senate Bill 9:** Any company that contracts with school districts or charters may be subject to the requirements of Senate Bill 9 as codified in Texas Education Code §22.0834, a copy of which is included as **Attachment A** of this solicitation.
- 9.13. **Subcontract Agreements:** If subcontractors are utilized by the Contractor, each subcontract agreement must preserve and protect the rights of HCISD with respect to the terms and conditions of this Contract.
- 9.14. **Evaluation Criteria:**
The responses will be evaluated on the following criteria and will be based upon the combination of criteria that offer the greatest value. The order of the following criteria in no way indicates the order of importance of the criteria.

CRITERIA	POINTS
Provides Single-Point of Contact	Maximum 20 Points
Able to Service all Hays CISD locations	Maximum 10 Points
Able to meet all garment specifications	Maximum 25 Points
Receipt provided for picked up/delivered items	Maximum 25 Points
Provides Leadtime on purchased garments	Maximum 10 Points
Transition Process	Maximum 10 Points
TOTAL POINTS - 100 POSSIBLE POINTS	

- 9.15. The District reserves the right to award the contract to one (1) single Vendor or Multiple Vendors.

10. SPECIFICATIONS:

10.1. UNIFORM SAMPLE SUBMITTALS ARE REQUIRED AS PART OF THIS PROPOSAL.

Samples will be accepted in the Purchasing Office no later than November 16, 2018 by 2:00 p.m. All samples shall be plainly marked with the name of the vendor, return address, the RFP number and opening date and time, and addressed to: Hays CISD, Purchasing Department, Jennifer Ornelas, 21003 IH 35, Kyle, TX 78640. Samples submitted may be subject to examination and test and Hays CISD shall reserve the right to use all samples in any manner which may best serve in final determination of the successful vendor, even if said examination and test results in damage to or destruction of sample. All sample shall be furnished at no cost to Hays CISD. Any samples received after November 16, 2018 by 2:00 p.m., will not be accepted.

Samples should include one (1) each of the following:

Required-Clothing

- Button Down Industrial Shirt, Long Sleeve (Poly/Cotton Blend)
- Button Down Industrial Shirt, Long Sleeve (Cotton)
- Button Down Industrial Shirt, Shirt Sleeve (Poly/Cotton Blend)
- Shirt, Polo Birdseye Style, Short Sleeve (Poly/Cotton Blend)
- Painter Industrial Pants, White (Poly/Cotton Blend)
- Shirt, Epaulet, Navy (Poly/Cotton Blend)

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Jeans, Denim
Moisture Management Polo Shirts, Short Sleeve
Moisture Management Polo Shirts, Long Sleeve
Tactical Polo Shirts, Short Sleeve
Tactical Polo Shirts, Long Sleeve
Moisture Management Polo Shirts, Short Sleeve (Women)
Moisture Management Polo Shirts, Long Sleeve (Women)
Cargo Shorts (Poly/Cotton Blend)
Smocks, Button (Poly/Cotton Blend)

10.2. All uniforms will require two patches consist of name patches (First Initial, Last Name & Trade) and Hays CISD patches. The Hays CISD patch will indicate the department in which the employee works. The cost of these patches shall be the vendor's responsibility. Please indicate in your response any cost associated with changed patches on uniforms (for example if a department name changes).

10.3. **Method of Ordering & Delivery**

10.3.1. Rental service (with laundering) of uniforms shall include weekly pick-up of soiled clothing and deliver of equivalent clothing, cleaned, laundered and pressed. A list of proposed pickup and delivery locations are attached (see Exhibit A). Upon deliver/pickup at each location, the route driver shall submit documentation to employee of the in-and-out counts. Documentation must be signed by Hays CISD designee. Hays CISD reserves the right to amend this contract to add or delete services for future or current campus locations during the term of this contract as may be applicable.

10.3.2. Lease service (with laundering) of uniforms shall include weekly pick-up of soiled clothing and deliver of equivalent clothing, cleaned and laundered. A list of proposed pickup and delivery locations are attached (see Exhibit A). Upon deliver/pickup at each location, the route driver shall submit documentation to employee of the in-and-out counts. Documentation must be signed by Hays CISD designee.

10.3.3. Uniforms for new/additional employees shall be supplied within 10 business days.

10.3.4. Hays CISD shall inspect items upon delivery. The route driver shall log any inadequacies every week and include a copy of the in-and-out counts.

10.3.5. Uniforms shall be delivered on coat hangers to approximately 28 locations throughout Hays CISD. Delivery and pick-up shall be made Monday thru Friday, between the hours of 8:00 a.m. and 3:30 p.m. The established delivery day for a given location shall remain the same throughout the contract. Any change in delivery day shall require advance written notification. ALL delivery locations must be visited once per week unless otherwise established in writing.

10.3.6. Hays CISD reserves the right to add or delete employees from this service during the term of the contract. No minimum amount is guaranteed or implied. The additions or deletions shall be at no extra charge, except for the weekly uniform costs involved on additions.

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10.3.7. Delivery drivers must hand count uniforms coming in and going out and confirm such count with the Head Custodian or other designee in charge.

10.4. **Warranty and Replacement**

10.4.1. All uniforms furnished at initial inception shall be guaranteed by the awarded vendor to be new and free from any defects. Uniforms showing defects shall immediately be replaced at no cost to Hays CISD. Frayed or badly worn uniforms shall be replaced as requested, at no cost during the term of the contract. Stained clothing shall be cleaned to Hays CISD satisfaction or replaced as requested.

10.4.2. All alterations and repairs can include but are not limited to the following: broken zippers, broken/missing buttons, tears, split seams and replacement of defective garments shall be the responsibility of the awarded vendor. The maintenance of uniforms in presentable condition shall be the responsibility of the awarded vendor. The awarded vendor shall make repairs as necessary, within ten (10) days of notification. The driver shall leave service request forms with each department/campus.

10.5. **Uniforms and Measurements**

10.5.1. The Awarded Vendor shall supply services to measure individual employees, at the job site, to insure proper fit of uniforms. All uniforms shall be delivered within thirty (30) days from the award date of the contract. The Awarded Vendor shall be prepared to start measuring uniforms upon contract award.

10.6. **Uniform Return**

10.6.1. At the termination of this contract all rental and lease uniforms will be returned to the vendor within thirty (30) days. Any shortages will be reimbursed by Hays CISD at the prices as listed in your response.

10.7. **Price Proposal Criteria:**

10.7.1. Proposals shall include pricing for weekly rental with cleaning per employee, based on a weekly allotment of eleven (11) shirts and eleven (11) pants.

10.7.2. Proposals shall include pricing for weekly lease with no cleaning per employee, based on a weekly allotment of eleven (11) shirts and eleven (11) pants.

10.7.3. Prices shall be inclusive of delivery, assembly, and all other applicable fees. If calculation errors produce an inaccurate total price for any item in the proposal (e.g. multiplying the unit price by an incorrect quantity), the unit price shall prevail.

10.7.4. **Invoices:** In order to receive payment for goods or services furnished to HCISD, **printed copies of** invoices for each purchase order must be submitted to the HCISD Business Office, Attn: Accounts Payable, at 21003 IH 35, Kyle, TX 78640.

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10.7.5. All invoices must clearly indicate the following information:

- originating purchase order number
- complete description of goods or services furnished, including unit prices, extended prices and quantities delivered
- project name
- date of issuance
- delivery destination
- all applicable prompt payment discount terms

10.7.6. HCISD requires individual invoices per campus to facilitate ease in the payment process.

10.8. The Contractor shall not bill more than one purchase order on a single invoice. The purpose of this requirement is to reduce the administrative burden associated with verifying charges and remitting invoices. Failure to comply with these requirements may result in delayed payments.

10.9. **Payment terms:** HCISD will make payment on a Net 30-day basis. The payment term shall begin on the date the deliverables are inspected, delivered and accepted by HCISD, or on the date a correct invoice is received by HCISD, whichever is later. Bidders are welcome to quote a discount for early payment; however, prompt payment discounts will not be considered as an evaluation criterion. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term.

10.10. Hays CISD is not liable for orders accepted without a purchase order.

11. CERTIFICATION

By my signature below, I certify that this offer meets or exceeds the specifications of this Bid.

AUTHORIZED SIGNATURE _____ **DATE** _____

PRINTED NAME _____ **TITLE** _____

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Exhibit A – Campus Delivery Addresses

Blanco Vista Elementary School 2951 Blanco Vista Blvd. San Marcos, Texas 78666 (512) 268-8506	Negley Elementary School 5940 McNaughton Kyle, Texas 78640 (512) 268-8501	Simon Middle School 3839 East FM 150 Kyle, TX 78640 (512) 268-8507
Buda Elementary School (Upper) 300 San Marcos Buda, TX 78610 (512) 268-8439	Pfluger Elementary School 4951 Marsh Lane Buda, Texas 78610 Phone: (512) 268-8510	Wallace Middle School 1500 West Center Kyle, TX 78640 (512) 268-2891
Camino Real Elementary School 170 Las Brisas Blvd. Neiderwald, Texas 78640 (512) 268-8505	Science Hall Elementary School 1510 Bebee Road Kyle, Texas 78640 (512) 268-8502	Live Oak Academy/CIA 4820 Jack C. Hays Trail Buda, TX 78610 (512) 268-8462
Carpenter Hill Elementary School 4410 RR 967 Buda, Texas 78610 Phone: (512) 268-8509	Tobias Elementary School 1005 East FM 150 Kyle, Texas 78640 (512) 268-8437	Jack C. Hays High School 4800 Jack C. Hays Trail Buda, TX 78610 (512) 268-2911
Elm Grove Elementary School 801 FM 1626 Buda, TX 78610 (512) 268-8440	Uhland Elementary School 2331 High Rd Uhland, TX 78640 (512) 268-8503	Impact Center 4125 FM 967 Buda, TX 78610 (512) 268-8473
Fuentes Elementary School 901 Goforth Kyle, TX 78640 (512) 268-7827	Barton Middle School 4950 Jack C. Hays Trail Buda, TX 78610 (512) 268-1472	Lehman High School 1700 Lehman Road Kyle, Texas 78640 (512) 268-8454
Green Elementary School 1301 Old Goforth Road Buda, TX 78610 (512) 268-8438	Chapa Middle School 3311 Dacy Lane Kyle, Texas 78640 (512) 268-8500	Central Admin – Safety & Security 21003 IH 35 Kyle, TX 78640 (512) 268-2141
Hemphill Elementary School 3995 East FM 150 Kyle, TX 78640 (512) 268-4688	Dahlstrom Middle School 3600 FM 967 Buda, TX 78610 (512) 268-8441	Maintenance & Operations 155 Beacon Hill Rd. Buda, TX 78610 (512) 268-2141
Kyle Elementary School 500 W. Blanco Kyle, TX 78640 (512) 268-3311	McCormick Middle School 5700 Dacy Lane Buda, TX 78610	Performing Arts Center 979 Kohlers Crossing Kyle, TX 78640 (512) 268-8443
Transportation Department 21009 IH 35 Kyle, TX 78640 (512) 268-8476		

Hays CISD reserves the right to amend this contract to add or delete services for future or current campus locations during the term of this contract as may be applicable.

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VENDOR INFORMATION

Vendor Identification and Contact Information (Attach additional information as needed)

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Contact Person: _____

Title: _____

Email: _____

Company Profile:

_____ Year Incorporated/Organized/Started

_____ Corporation

_____ Partnership

_____ Sole Proprietorship

_____ Other: _____

_____ HUB/MBE/WBE (#_____)

_____ Total Number of Employees

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REFERENCES

List references (minimum of three) where you have similar contracts in place. Special attention should be given to references from similar institutions as HCISD. List company name, contact person, address, phone number, fax number, email address, and completion date for each reference.

Company: _____

Contact: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Dates of Contract: _____

Company: _____

Contact: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Dates of Contract: _____

Company: _____

Contact: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Dates of Contract: _____

COMPANY _____

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SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Contractors receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____

Signature of Company Official: _____

Date Signed: _____

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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) **does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't Code Ch. 2270)**

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code 808.00 (1).

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, **Chapter 2252 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.)

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

_____ Yes, we acknowledge and comply with both the following:

- **NO ISRAEL BOYCOTT CERTIFICATION**
- **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

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Central Texas Purchasing Alliance

Adoption Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, <http://209.184.141.5/ctpa/members.htm>.
- C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION:

_____ YES

_____ NO

_____ YES, with the exception of the following districts:

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

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The forms at the following link (http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) must be completed annually and sent to purchasing@hayscisd.net. For purposes of the forms, the officers are listed below.

Dr. Eric Wright
Superintendent of Schools

Board of Trustees

Ms. Merideth Keller
President

Ms. Esperanza Orosco
Vice President

Ms. Vanessa Petrea
Secretary

Mr. Will McManus

Ms. Teresa Tobias

Mr. Willie Tenorio, Jr.

Dr. Michael Sanchez

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ATTACHMENT A

Texas Education Code §22.0834.

Criminal History Record Information Review of Certain Contract Employees.

- (a) This subsection applies to a person who is not an applicant for or holder of a certificate under Subchapter B, Chapter 21, and who on or after January 1, 2008, is offered employment by an entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services, if:
 - (1) The employee or applicant has or will have continuing duties related to the contracted services; and
 - (2) The employee or applicant has or will have direct contact with students.
- (b) A person to whom Subsection (a) applies must submit to a national criminal history record information review under this section before being employed or serving in a capacity described by that subsection.
- (c) Before or immediately after employing or securing the services of a person to whom Subsection (a) applies, the entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall send or ensure that the person sends to the department information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs. The department shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

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**Hays Consolidated Independent School District
District & Edgar Certifications and Representations
(Education Department General Administrative Guidelines)**

All forms must be completed and included with the proposal

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

Pursuant To Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

NOTE: OWNERS NOT OWNING AT LEAST TWENTY-FIVE PERCENT (25%) OF THE BUSINESS ENTITY SUBMITTING THIS PROPOSAL NEED NOT EXECUTE THIS CERTIFICATION AND ACKNOWLEDGEMENT

Pursuant to Section 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 Representative/ Vendor: _____

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for Hays CISD to determine residency. **Section: 2252-001** (3) 'Non- resident bidder' refers to a person who in not a resident. (4) 'Resident bidder' refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. **Section: 2252.002** A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's place of business is located.

I certify that

(Name of Company Bidding)

Is, under Section 2252.001 (3) and (4), a resident Bidder Non-resident Bidder

—

My or Our principals place of business under Section: 2252.001 (3) and 94), is in the city of

_____ in the state of

Signature of Authorized Company Representative

**UNIFORM SERVICES
OPENING 11-16-18 @ 2:00 P.M.**

**EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S FEDERAL GRANT**

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

The following provisions are required and apply when federal funds are expended by Hays CISD for any contract resulting from this procurement process.

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

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

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

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

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

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

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

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

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

**UNIFORM SERVICES
OPENING 11-16-18 @ 2:00 P.M.**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Hays CISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

**UNIFORM SERVICES
OPENING 11-16-18 @ 2:00 P.M.**

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

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

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

**UNIFORM SERVICES
OPENING 11-16-18 @ 2:00 P.M.**

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL
FUNDS –
2 CFR § 200.333**

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

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

**UNIFORM SERVICES
OPENING 11-16-18 @ 2:00 P.M.**

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Hays CISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance 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.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Hays CISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance 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).

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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

COMPANY _____

RFP # 18-101804JO

**UNIFORM SERVICES
OPENING 11-16-18 @ 2:00 P.M.**

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

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Email Address: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____