

HARLANDALE INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

102 Genevieve • San Antonio, TX 78214 • (210) 989-4440 • Fax (210) 921-4400



RFQ 270001

Harlandale ISD On-Call Engineering and Architectural Services

Due Date: Thursday, July 23, 2026 at 1:00pm (CT)

Veronica Velez, Purchasing Manager
102 Genevieve – San Antonio, Texas 78214
Phone: (210) 989-4800
Purchasing@myhisd.net

Purchasing Department Business Hours for Deliveries:
Monday – Friday 8:00AM (CT) to 4:30PM (CT)
Summer Hours: M-TR 7:30AM (CT) to 4:00PM (CT)

District Holidays & Closure

District Closed June 25, 2026 through July 3, 2026

<https://www.harlandale.net/documents/calendars/16718350>

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NOTICE TO VENDORS

To Whom It May Concern:

Thank you for the submission of your proposal to the Harlandale Independent School District. The District understands and appreciates all of the efforts undertaken in the preparation and submission of a proposal.

It is the intent of this administration to conduct a fair and impartial evaluation of these proposals with an emphasis on determining the best value for the District at the lowest possible price.

Essential to an impartial objective analysis is that it not be subjected to extraneous influences. The District requests and appreciates that no efforts be undertaken by vendors to independently contact the District's evaluation team for this proposal with the purpose of seeking an unfair advantage. As a matter of fairness, this is necessary in order to provide due and proper consideration to each and every proposal.

This request also extends to contact, communications, and/or interactions with the members of the School Board. Independent communications with the Trustees by vendors puts the administration and the Trustees in a very difficult position. It is our experience that such advocacy efforts result in members receiving non-objective information that can result in confusion during the competitive procurement process.

When vendors contact members independently, it facilitates the crossing over of those clearly defined and legally required roles of the Board and the Administration. This can result in legal issues and most certainly a compromise in the integrity of the entire proposal process. Please be advised that this administration will not favorably receive any evidence that a vendor has contacted the District staff or members of the Board in an effort to seek an unfair advantage.

We anticipate your cooperation in maintaining the integrity of the competitive procurement process and thank you in advance for such efforts.

Respectfully,

Harlandale Independent School District
Business and Finance Department

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GENERAL TERMS AND CONDITIONS

- 1) **Workmanship and Materials** - specified in this proposal shall be fully guaranteed for a **minimum period of one (1) year** from date of delivery and/or acceptance of work, unless otherwise stated in District specifications.
- 2) **INVOICING PROCEDURE** – Billing\invoicing\pay applications will always be made in arrears. Invoices regarding this proposal shall have a District issued **Purchase Order #** and it shall be emailed directly to the Accounts Payable Dept. at the following EMAIL ADDRESS:

BUSINESSOFFICE@MYHISD.NET

Non-conforming invoices will be rejected without consideration.

- 3) **Multi-Award Vendor Contract:** Harlandale ISD reserves the right to make multiple contract awards when it is in the best interest of the District. When required, the District may award components of the scope of services\goods to multiple vendors at its sole discretion.
- 4) **Severability:** In the event that any one or more of the provisions contained in this Request for Proposals (contract or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request for Proposals (contract or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 5) **Prevailing Wage Standard** – As of July 22, 2024, Harlandale ISD (HISD) Mandatory Prevailing Wage Rate for construction projects will be consistent with the standards adopted by Bexar County, Texas.
- 6) **Formalities** - The Harlandale Independent School District reserves the right to waive formalities and irregularities and to accept or reject the proposal or each item there under separately.
- 7) **OFFER PERIOD** - This proposal is a firm offer which shall be irrevocable and open for acceptance for 120 calendar days unless otherwise specified from the date of submission.
- 8) **Vendor Debriefing** – The Bidder or Proposer may request an informal Vendor Debriefing focused on solicitation requirements and proposal strengths and weaknesses with the Purchasing Manager at Purchasing@myhisd.net. Please include the solicitation ID in the subject header.
- 9) **Contractor Protest Procedures:** A protest shall be in writing and shall be filed with the Purchasing Manager (Purchasing@myhisd.net). A protest of a proposal shall be received at the Procurement Services Department after the bid/proposal opening date or contract award date. A protest of a proposed award or of an award or notice of termination or default shall be filed within ten (10) working days after the protestor knows or should have known the basis of the protest. A protest received after the ten (10) working days period shall be not considered and returned. A protest shall include:
 - a. The name, address and telephone number of the protestor;
 - b. The signature of the protestor or its representative;
 - c. Identification of the Bid/Proposal or Contract number;
 - d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
 - e. The form of relief requested.

The Purchaser Manager will respond to all protests not later than ten (10) days of receipt.

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10) **Formal Grievances:** will follow the [Harlandale ISD Board Adopted Policies and Procedures:](#)

<https://pol.tasb.org/PolicyOnline?key=173>

- 11) The proposal and any eventual award may not be assigned or any right there under transferred to a third party.
- 12) Proposer agrees to comply with all policies and regulations of the Harlandale Independent School District.
- 13) **QUANTITY** - It is understood and agreed that the Harlandale Independent School District reserves the right to increase or decrease quantities or modify conditions or specifications by mutual agreement with the selected vendor, both at the time of the acceptance of the proposal offered as so modified, and subsequent thereto.
- 14) **INDEMNITY** - The contractor/vendor/service provider shall indemnify, defend and hold harmless the Harlandale Independent School District, its employees, officials, and representatives from any and all claims made, lawsuits filed, losses, costs (including but not limited to attorney's fees) or damages incurred as a result of contractor/vendor/service provider acts or omissions of any nature relating to a contract entered into as a result of a Request for Proposals. The District will not enter into any agreement requiring the District to indemnify a contractor, vendor, or service provider. Further, the District will not enter into any agreement requiring the District to pay attorney's fees on behalf of any vendor or service provider.

The following conditions must be stated on all contracts:

“The Contractor shall defend, indemnify, and save whole and harmless, Harlandale Independent School District and all of its officers, agents and employees from and against all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of any agent, employee, subcontractor or supplier of Contractor in the execution or performance of this contract.”

“The Contractor shall also defend and indemnify the Harlandale Independent School District against claim by any subcontractor, supplier, material man or mechanic for payment of work or materials provided on behalf of the Contractor in the performance of the services and all such claimants shall look solely to Contractor and not Harlandale Independent School District for satisfaction of such claims.”

- 15) **LEGAL VENUE** -The contractor/vendor understands and agrees that venue for any litigation arising from this award or contract shall lie in the State District Courts of Bexar County, Texas, and any dispute shall be governed by the laws of the State of Texas. The District will not enter into any agreement requiring arbitration of disputes. Proposers shall not disclose to any third party, information provided by the District in connection with this solicitation for proposals.
- 16) **PROPERTY TAXES** - Proposer affirms that it does not currently owe or is otherwise indebted to the Harlandale Independent School District for adjudicated delinquent property taxes. The Harlandale Independent School District reserves the right to reject a proposal if the Proposer is currently indebted to the Harlandale Independent School District for delinquent taxes or to terminate a contract if the successful Proposer subsequently becomes delinquent. The Harlandale

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Independent School District further reserves the right to deduct any delinquent taxes owed from payments that the Harlandale Independent School District may owe to the successful Proposer under the awarded contract.

- 17) **INCORPORATION OF TERMS INTO CONTRACT** - The terms and conditions set out in any Request for Proposal including these general terms and conditions shall be made part of any contract entered into by the District with any Vendor, Contractor or Service Provider. A response to any Request for Proposal indicates the responders binding agreement to the terms and conditions set out therein.
- 18) **RELIEF** - The District will not agree to any contract requiring waiver of any legal relief to which the District may be entitled.
- 19) **CONTROLLING LANGUAGE** - Despite any terms or provisions in any contract entered into by the District as a result of any Request for Proposal, the language of the Request for Proposal shall be controlling and shall supersede any contrary language contained in any contract.
- 20) **ISRAEL** - Effective, September 1, 2017, the CONTRACTOR affirms that it does not boycott Israel and will not boycott Israel during the contract term. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
- 21) **CHILD SUPPORT** Pursuant to Texas Family Code, Section 231.006, Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
- 22) **FELONY CONVICTION.** Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice if an owner or employee has been convicted of a felony. This paragraph requiring advance notice does not apply to a publicly-held corporation.
- 23) **Compliance with Texas Government Code Chapter 2271:** Pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at \$100,000 or more and if the Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the School District that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract. This provision does not apply to a sole proprietorship.
- 24) **Compliance with Texas Government Code Chapters 2274 and 809:** Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at \$100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the School District that the Contractor does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.
- 25) **Compliance with Texas Government Code Chapters 2274:** Pursuant to Texas Government Code Chapter 2274, if the contract is valued at \$100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the School District that the Contractor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.
- 26) **Anti-Terrorism:** In compliance with Chapter 2252 of the Texas Government Code, Contractor certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization.

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Contractor also certifies that for the length of this contract, Contractor will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

- 27) **Compliance with Prohibition on Contracts with Abortion Providers:** Pursuant to Texas Government Code Chapter 2272, the School District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derives from state or local tax revenue. Any contract entered into by the School District is void if the prospective entity has such prohibited affiliation or contractual relationship. By entering into this Agreement, the Contractor represents and warrants to the School District that the Contractor does not have such affiliation or contractual relationship
- 28) **Independent Contractor.** Contractor represents and warrants that it is an independent contractor that will furnish its own tools, products and services. Contractor, its officers, employees, agents, representatives, subcontractors, suppliers and third-party service providers are not employees of Sponsor. Contractor represents and warrants that it has no right to claim compensation, vacation pay, sick leave, retirement, health, social security, disability or worker's compensation benefits of any kind.
- 29) **Insurance Requirements.** Contractor shall provide and maintain in effect during the performance of the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:
- | | |
|--------------------------------|--|
| <u>Professional Liability:</u> | \$1,000,000 per occurrence and
\$2,000,000 in the aggregate |
| <u>General Liability:</u> | |
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$1,000,000 |
| Personal Injury | \$1,000,000 each person |
| <u>Umbrella Coverage:</u> | \$2,000,000 |
- 30) **Contractor represents and warrants** that it has and will continue the required insurance coverage for the term of this Agreement and will, within five days of School District's request, provide current certificates of insurance. All required insurance must be in the amounts approved by School District, shall name School District, its Officers and Employees, as an insured party, will include a waiver of subrogation and be issued by a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Century, Inc. with a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc. and be authorized to do business under the laws of the State of Texas.
- 31) **Immunity.** Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties, nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

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PROPOSAL SPECIFICATIONS

- 1) **TERM** – One (1) year from Board Award Date, with four (1) one-year renewal options; subject to approval and funding availability.
- 2) **PROJECT CRITERIA** - It is not the policy of the Harlandale Independent School District to award or purchase on the sole basis of low price alone. In awarding a contract, the Harlandale Independent School District shall consider the following factors as well as those specifically listed in the scope and specifications:

Points	Criteria Description
35	Ability to Provide Services (Firm Resources)
30	Vendor’s Qualification and Experience
20	The extent the goods or services meet the Harlandale Independent School District’s needs
10	The vendor’s past relationship with District or history with other school Districts.
5	In-State Certification.

- 3) **SUBMISSION** - Sealed proposals shall be uploaded to the Bonfire Portal <https://harlandaleisd.bonfirehub.com/portal/?tab=openOpportunities>, submitted, and finalized prior to the Closing Time of **Thursday, July 23, 2026 at 1:00 PM (CT)**. We strongly recommend that you give yourself sufficient time and **at least TWENTY-FOUR (24) hours** before Closing Time to begin the uploading process and to finalize your submission. Proposals received after the designated time will not be considered.

Emailed or faxed submission will be rejected without consideration.

- 4) **VENDOR QUESTIONS** - are due **Monday, July 6, 2026 at 9:00 AM (CT)**. All questions shall be submitted through the Message Module under Opportunity Q&A tab in Bonfire, <https://harlandaleisd.bonfirehub.com/portal/?tab=openOpportunities>. Responses to the questions will be issued as an Addendum and will be posted to the Procurement Portal in the “Supporting Documentation”.
- 5) **ADDENDUM** - In the event that any changes to this proposal occur subsequent to the mailing or other delivery of the original proposal, the changes or corrections to this proposal will be made by ADDENDUM, and any updated information contained in any ADDENDUM will be in addition to and may prevail over the information contained in the proposal or any previous ADDENDUM. Each ADDENDUM must be acknowledged on the acknowledgement form provided with the ADDENDUM. Any required acknowledgement form must be submitted along with the submission of any proposal response, via Bonfire.
- 6) **PRE-BID CONFERENCE & WALKTHROUGH** – **Not Applicable / NA**
- 7) **INVOICING PROCEDURE** – Billing\invoicing\pay applications will always be made in arrears. District Payment Terms are Net 30. Invoices regarding this proposal must have a District issued Purchase Order number and it must be emailed directly to the Accounts Payable Dept. at the following EMAIL ADDRESS:

BUSINESSOFFICE@MYHISD.NET

Non-conforming invoices will be rejected without consideration.

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- 8) **ACCEPTANCE** - The right is reserved by the Harlandale Independent School District to accept and/or reject proposals on each item separately and/or as a whole proposal. Proposals received after the time and date specified will be returned unopened.
- 9) **PROPOSAL OPENING** - Proposals received unsigned by a representative of the company will not be considered. **All proposals shall be delivered to the Purchasing/Bonfire no later than the designated date and time. There will be no Public Bid Opening.**
- 10) **REQUIRED FORMS** – See Bonfire Procurement Portal “Requested Information.”
- 11) **WITHDRAWAL** - The Harlandale Independent School District will consider a WRITTEN request from any vendor permitting the vendor to withdraw any proposal submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR SUBMISSION OF THE PROPOSAL. A representative from the vendor submitting the proposal that is authorized to enter into contracts on behalf of the vendor must sign the request to WITHDRAW, indicate their title on the request, and submit the request to the Harlandale Independent School District in a manner deemed satisfactory by the Harlandale Independent School District. No proposal may be withdrawn after the date and time proposals are due. If a vendor requests to withdraw a proposal and the Harlandale Independent School District permits the WITHDRAWAL of the proposal, the vendor may resubmit the proposal or submit a new proposal up until the due date and time for submission provided the new submission meets all the qualifications of the proposal. All proposals in the possession of the Harlandale Independent School District at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time unless otherwise permitted by the Harlandale Independent School District during a subsequent negotiation process. The decision of the Harlandale Independent School District relating to any matters pertaining to proposal withdrawal will be final. **BRAND NAMES AND CATALOG NUMBERS** - The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal or greater quality, unless “no substitute or only” is specified. All substitutions must meet or exceed specifications to be acceptable. The make, model, and description of all substitutions must be listed by specified item. **FAILURE OF THE VENDOR TO COMPLY WITH THESE SPECIFICATIONS MAY, AT THE OPTION OF THE HARLANDALE INDEPENDENT SCHOOL DISTRICT DISQUALIFY THAT PORTION, OR THE ENTIRE PROPOSAL, FROM CONSIDERATION.**
- 12) **PRODUCT INFORMATION** - Complete warranty information and descriptive and/or illustrative literature covering the item(s) proposed is to accompany the proposal. All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories. Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each order within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request.
- 13) **SAMPLES** - Samples, when requested, must be furnished at no cost to the Harlandale independent School District. If not destroyed during examination, they will be returned to the proposer on request and at the company’s expense. Each sample, when requested, should be clearly marked with the proposer’s name and item number on the proposal. **DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.**
- 14) **AUTHORIZED PURCHASE** - The successful proposer will not begin services or deliver product without a purchase order signed by an authorized representative of the Department of Purchasing. The Harlandale Independent School District **will neither be responsible nor make payment** for any goods delivered or services performed without a valid purchase order.

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- 15) **PACKAGING** - Unless otherwise provided for on this proposal, all products supplied under any contract resulting from this proposal must be packaged in containers that are new and appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under any contract resulting from this proposal for which palletizing is appropriate must be delivered on standard forty-eight (48”) inch four-way pallets in good and serviceable condition.
- 16) **SHIPPING** - All freight, delivery, and handling charges are the responsibility of the vendor and all prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery and handling charges, including unloading and inside deliveries where required. Unless otherwise noted or unless prior approval has been obtained from the Harlandale Independent School District all deliveries shall be made between the hours of **7:00 a.m. through 3:00 p.m.**, Monday through Friday at the following address.

**Harlandale Independent School District
Central Receiving/Warehouse
12115 SE Loop 410
San Antonio, TX 78221**

- 17) **VISITATIONS** - The District mandates that any/all vendors/visitors on any district site are subject to Sexual Predator check through our Visitor Management System prior to being given access.
- a. Vendors/visitors must check-in and identify themselves through their driver’s license at the site’s front office for a verification of any past/present convictions.
 - b. Failure to comply or pass the verification check will result in their denial of access and potential loss of contractual rights.
- 18) **TAXES** - The Harlandale Independent School District is a public jurisdiction that is exempt from federal, state, sales, excise, and use taxes. Tax exemption certificates will be provided by the Harlandale Independent School District upon individual requests from the vendor. Sales tax must not be included in any proposal response or invoice submitted by any vendor unless failure to obtain a Tax Exemption Certificate from the Harlandale Independent School District has occurred. No taxes of any kind may be passed through by any vendor to the District
- 19) **NON-APPROPRIATION, CANCELLATION-FOR-CONVENIENCE & TERMINATION AT-WILL** - The award of a contract is dependent on the availability of funds. In the event sufficient funds are not appropriated, the contract or award may be terminated or the scope amended. Written notice will be given to the vendor of such termination or amendment, and there will be no penalty or other charge assessed against or incurred by the Harlandale Independent School District. The successful proposer shall be required to agree to non-appropriation language as follows: The obligation of the District to perform under this agreement shall be contingent upon the Board of Trustees of the District appropriating funds for this Agreement as of September 1st of each year in which this agreement is in effect. Should the District Board of Trustees fail to appropriate funds for this agreement then this agreement shall terminate. District shall notify “Contractor” in writing within five (5) days of any non-appropriation. Except in certain limited circumstances as determined by the District in its sole discretion, the District will require any contract to contain a termination at-will clause in favor of the District.
- 20) Nothing herein shall be construed as creating the relationship of employer or employee between the Harlandale Independent School District and the contractor/vendor or between the Harlandale

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Independent School District and the contractor /vendor's employee. The contractor/vendor is an independent contract and nothing contained herein shall constitute or designate the contractor/vendor or any of his employees as employees of the Harlandale Independent School District.

- 21) The contractor/vendor understands and agrees that the above general proposal specifications are terms and conditions of the contract between the Harlandale Independent School District and the contractor/vendor. These general proposal specifications, terms, and conditions shall control and govern in the event of any conflict with any other terms and conditions submitted by the contractor/vendor.
- 22) **DISQUALIFICATION** - The District reserves the right to disqualify any proposer at the District's sole discretion.
- 23) Upon Notice of Award, a **CERTIFICATE OF INTERESTED PARTIES (HB 1295 FORM)** will be required. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. More information is located at the following site:

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

A business entity must use the on-line application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The on-line application may be obtained at the following site:

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

- 24) **CONFIDENTIALITY** - Please indicate if a form or document is privileged information by clearly labeling it "CONFIDENTIAL" at the bottom of the page. Confidentiality is subject to decision by the Texas Attorney General. Information provided may not be publicly disclosed if such information (1) is confidential by law, (2) would give advantage to a competitor or bidder, or (3) constitutes a trade secret or commercial/financial information which, if released, would cause substantial competitive harm to the person/entity providing the information.
- 25) **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance**
- A. **Membership.** Harlandale ISD 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.
- B. **Adoption of Awarded Contracts.** In support of this collaborative effort, all awards made by District Name 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

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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.

C. **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.

26) **LIABILITY INSURANCE (Construction Only)** - The Contractor shall purchase, prior to the commencement of the Work, and keep in force the following insurance:

(a.) Workmen's Compensation and Employer's Liability Insurance in the Contractor's name containing a waiver of subrogation in favor of Owner, executed by the Insurance Company.

Statutory – amounts and coverage required by state or states of operation, including provisions for voluntary benefits as required in labor agreements, if any, and including "All States endorsement", if applicable.

Employer's Liability – the limit of liability for this portion of the policy shall not be less than:

\$500,000.00 per accident
\$500,000.00 per employee (disease)
\$500,000.00 Policy Limit (disease)

(b.) Comprehensive General Liability Insurance (with XCU exclusions deleted), including but not limited to Products and Completed Operations coverage, Contractor Protective Liability Insurance in the Contractor's name, Broad Form Property Damage Insurance, and Personal Injury Liability Insurance with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage per occurrence.

(c.) Contractual Liability Insurance in the Contractor's name specifically endorsed to cover the indemnity agreement below in Paragraph (a)(1) hereof. The limit of liability shall not be less than \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence.

(d.) Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. The limit of liability shall not be less than \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence.

(e.) Owner's Protective Liability Insurance with Owner as the named insured to cover Owner for the Contractor's operations at the site with a combined single limit of liability of not less than \$1,000,000.00 for bodily injury and property damage per occurrence.

(f.) Umbrella Liability Insurance - \$2,000,000.00

27) **Certificate of Insurance (Construction Only)** - Before the work is commenced, the Contractor shall forward to Owner two (2) copies of the Certificate(s) of Insurance executed by an authorized representative of the insurance company. Such Certificate(s) shall contain a provision that coverage afforded under the policy(s) will not be canceled until at least fifteen (15) days prior written notice has been given Owner. Further, the Contractor shall furnish to Owner similar certificates of insurance from each of the Subcontractors before their respective portions of the Work are commenced, evidencing that each Subcontractor is covered by insurance of similar character and similar amounts as the Contractor.

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28) Indemnity Agreement (Construction Only)

To the fullest extent permitted by law, the contractor shall defend, protect, indemnify, and hold harmless Owner, the Consultant and any other Owner, and their respective directors, officers, employees, agents, partners, and principals from the following:

Any and all claims, actions, liabilities, losses, costs, and expenses including, but not limited to, attorney's fees relating to any and all losses or damages (including, without limitations, injury to or death of persons and damage to property) allegedly or actually suffered by any person or persons allegedly or actually arising out of or incidental to the Work, or services and activities of the Contractor or any Subcontractors or other person or entity acting directly or indirectly through or under the contractor (including, without limitation, all acts and omissions of the officers, employees, and agents of the Contractor, any Subcontractor or any other person or entity acting directly or indirectly through or under the Contractor) in connection with any installation, job, or work under the Contract or while proceeding to or from the Site, whether or not lawful or within the scope of their employment and/or whether or not allegedly or actually arising out of any statute or other law requiring a safe working place or other requirement of law;

Any and all liability and costs for delay or failure by the Contractor, any Subcontractors, or any other person or entity acting directly or indirectly through or under the Contractor to pay any taxes or make any contributions required by the Contract of them to be paid or made;

Any and all liens, claims or actions for funds allegedly or actually unpaid filed or brought by any person or entity directly or indirectly through or under the Contractor;

Violation in or in connection with the performance of the Work of any law statute or ordinance or any governmental or administrative order, rule, or regulation.

In the event any of the matters is brought, made, or asserted by an employee of the Contractor or of any Subcontractor or any other person or entity acting directly or indirectly through or under the Contractor any defense, hold harmless or indemnification obligations of the Contractor under the Contract shall not be limited or barred in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or entity under worker's compensation acts, disability benefits acts, or other employee benefit acts or by any statutory bar or limitation in any worker's compensation or other similar type of statute.

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SOLICITATION PROCESS OVERVIEW

- 1) A solicitation is released to the potential proposer.
- 2) Deadline for submitting the Proposals.
- 3) The Harlandale Independent School District reviews all Proposals and selects the Proposals reasonably qualified for selection of award.
- 4) The Harlandale Independent School District and proposer(s) enter into discussions, negotiations, and clarification of Proposals as necessary.
- 5) Per CH (LOCAL), a recommendation to the Harlandale Independent School District Board of Trustees for Proposal award.
- 6) A purchase order/contract is executed with the successful Proposer.

CONDITIONS FOR SUBMISSION OF A PROPOSAL

All proposals in response to this request must meet the following conditions to be considered:

- 1) The selection process for this project will be accomplished in a two-step process as provided in Chapter 2254 of the Education Code.;
- 2) The District will open, review, analyze, and rank the firms' qualifications;
- 3) Factors to be considered during this evaluation will include all documents requested regarding the qualifications of the firm;
- 4) After the evaluation and ranking of the firms the District may request a presentation of the firms;
- 5) The District shall first select the most highly qualified provider of services on the basis of demonstrated competence and qualifications and then attempt to negotiate with that provider a contract at a fair and reasonable price;
- 6) HISD will not be liable for any cost incurred in the preparation of proposals; and
- 7) If the District is not able to negotiate a satisfactory contract with the most highly qualified provider of engineering services, the District shall:
 - Formally end negotiations with the provider;
 - Select the next most highly qualified provider; and
 - Attempt to negotiate a contract with that provider at a fair reasonable price.
- 8) The District shall continue the process until a contract is entered into.

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STATEMENT OF WORK

BACKGROUND

The Harlandale Independent School District (District/HISD) serves about 11,100 students with two traditional high schools, the STEM Early College High School, Frank Tejada Academy, four (4) middle schools, nine (9) elementary schools, and two (2) alternate campuses.

All selected proposals will be contingent upon available funds.

STATEMENT OF WORK

Harlandale Independent School District (HISD) seeks proposals for Architectural, Landscaping, Surveying, Engineering (Civil, Mechanical, Structural, Electrical, Communications/Technology Design, etc.), Materials Testing, Test and Balance and other professional services required for campus, building and facility improvements throughout the District of varying scope and size. This RFQ will allow the District to build a pool of qualified firms to call upon as projects become available. Services required shall be determined solely by the needs of the District.

Minimum Requirements

STATE REGISTRATION OF ARCHITECTURE FIRMS

The Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners, Austin, Texas, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.

STATE REGISTRATION OF ENGINEERING FIRMS

The Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.

Evaluation and Selection Process

Upon receipt of statements of qualification, service providers will be reviewed to determine if the minimum qualifications have been met. During the review, each submitting firm will be categorized based on the services and experience indicated in the statement of qualification. As future projects are identified, identified vendors' submittals will be reviewed to determine which firm is the most highly qualified to perform the required services.

As required by District policy CH (LOCAL), District Staff will seek Board of Trustee approval prior to executing any contract for services exceeding \$50,000 in a 12-month period.

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Harlandale ISD is requesting proposals for Professional Engineering Services. "Exhibit A" is a sample agreement that must be negotiated and executed prior to the performance of any work

Respondent must be capable of providing the in-house personnel and services indicated in the basic services required by this RFQ. The specific Scope of Services for each Project shall be described in a Requirements Work Order ("RWO") for the specific Project, which shall also establish a lump sum or not-to-exceed cost for Engineer or Architect basic services negotiated with the District Representative at the time. The RWO shall be completed for each Project, in a form substantially similar to the one attached to the Master Agreement as Exhibit B. Upon completion and execution by both parties the RWO shall be and deemed incorporated herein by reference as if fully set forth.

Proposal Submission Requirements

Proposals shall be organized in the following manner:

- A. Statement of Architectural & Engineering Qualifications & Certifications, specifying the type of Engineering Services Proposed/Executive Summary**
- B. Description of Ability to Provide Architectural & Engineering Services/Firm Resources (material & personnel)**
- C. Description Performance on Past Representative Projects (claims, convictions, etc.)**
- D. Certificate of Original Insurance/Acord Form**
- E. Architectural / Engineering Capabilities Form (page 29)**
- F. Mandatory Forms (pages 30-50)**

EXHIBIT A

PROPOSED FORM OF MASTER AGREEMENT

ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL / ENGINEERING SERVICES

This Agreement is made and entered into by and between the **HARLANDALE INDEPENDENT SCHOOL DISTRICT** ("District") an Independent School District and political subdivision of the State of Texas and _____ ("Engineer"), by and through its designated representative, to provide Engineering or Architecture Services on an as needed basis for various District projects. The Engineer and District may be referred to herein collectively as the "Parties".

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges and obligations herein contained, District and Engineer do hereby agree as follows:

I. PERIOD OF SERVICE

1.1 This Agreement shall take effect upon execution by both Parties and continue in full force and effect for the period of one (1) year ("Initial Term"). This Initial Term shall be subject to renewal for two (2) additional one-year terms to be effected at the election of the Board of Trustees, executed by the Superintendent of Schools, and contingent upon available funding.

1.2 The services to be provided under this Contract are to be requested on an as-needed basis, based on the requirements of the District. Engineer shall not commence work on any specific Project until establishment of the Scope of Services in a Requirements Work Order in accordance with Article II. herein, and the issuance of a Notice to Proceed for that Project, is issued by the District.

1.3 The Owner is the Board of Trustees of the Harlandale Independent School District, and is referred to throughout this Agreement as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

II. ESTABLISHMENT OF SCOPE OF SERVICES FOR SPECIFIC PROJECTS

2.1 Engineer, in consideration for the compensation herein provided, shall render Engineering Services in connection with various construction projects for the District. Engineer's work will consist of:

2.2 The specific Scope of Services for each Project shall be described in a Requirements Work Order ("RWO") for the specific Project, which shall also establish a lump sum or a not-to-exceed cost for Engineer's basic services negotiated with the District Representative at the time. The RWO shall be completed for each Project, in a form substantially similar to the one attached hereto as **Exhibit 1**. Upon completion and execution by both parties the RWO shall be and deemed incorporated herein by reference as if fully set forth.

2.3 The Engineer, following notification of a need by the District Representative, shall meet with the District's Representative and the Project Design Professional (if any is under contract for the Project) regarding the scope of Project, ("Scope Meeting"). Engineer shall provide a final written summary of the Engineer's services required by the Project's scope. The final Scope of Services agreed upon by the Engineer and the District Representative, as well as a lump sum or a not-to-exceed fee for Engineer's Basic Services, as negotiated by the Parties, shall be incorporated into the Requirements Work Order for the Project.

2.4 Engineer shall be represented by a professional engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required by the District Representative or Architect for orderly coordination of the Project. All submittals shall carry the signature and seal; or, in the case of

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progress submittals or incomplete submittals, an appropriate disclaimer with the responsible professional engineer's name and license number and, adjacent thereto, the date of the submittal. All Services performed under this Agreement must be conducted in full conformance with the Texas Engineering Practice Act. Persons retained by Engineer to perform work pursuant to this Agreement shall be employees or subcontractors of Engineer.

2.5 Engineer shall complete all Project work in compliance with this Agreement, in a timely fashion consistent with the construction schedule and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project.

2.6 Should the scope of the Project subsequently change, either party may request a review of the anticipated services, with an appropriate adjustment in fees; however, such adjustment cannot exceed the maximum allowed for additional services in Article IV, COMPENSATION, and cannot substantially alter the original scope of the Agreement, as established in the RWO.

III. COORDINATION WITH THE DISTRICT

3.1 Engineer shall hold periodic conferences with District's representative, so that its work will be performed in a manner consistent with the District's needs, current policies and standards. The District shall make available, for Engineer's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and components subject to testing, and to this Project as may be requested by Engineer at no cost to Engineer, but does not warrant the accuracy of such documents.

3.2 The District's Representative shall act on behalf of the District with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define District's policies and decisions with respect to materials, equipment elements and systems pertinent to Engineer's services.

3.3 The District's Representative shall provide written notice to the Engineer of any errors or omissions discovered in the Engineer's services, or performance, or of any development that affects the scope or timing of Engineer's services.

3.4 Engineer shall complete all applications and furnish all required data, as set forth in the Scope of Services, compiled by Engineer for District's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Projects, as may be necessary for completion of the Project. Engineer shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article IV, COMPENSATION.

IV. COMPENSATION

4.1 For and in consideration of the services to be rendered by Engineer, District shall pay Engineer a lump sum or a not-to-exceed fee set out in the executed RWO for the Scope of Services established therein. Nothing contained in this Agreement shall require District to pay for any unsatisfactory work, as determined by District's Representative, or for work that is not in compliance with the terms of this Master Agreement or the RWO. The District shall not be required to make any payments to Engineer at any time Engineer is in default under this Agreement.

4.2 Basis For Compensation and Invoicing. During the course of a Project, the Engineer shall submit monthly invoices for work performed and completed which has not been included on previous invoices. Payments shall be made to the Engineer in accordance with the RWO for the Project, the Fee for Basic Services established therein and the Texas Prompt Payment Act. The scope and quantity of the services provided will be dependent upon services actually authorized and required by the District.

4.4 Additional Professional Services. Engineer may be required to perform the additional services required in connection with a particular Requirements Work Order. Compensation for such additional services shall be subject to prior approval of the District and if additional funds not provided for in the initial

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budget are required to cover such services, approval of the Board of Trustees. Should Engineer be directed in writing by District's representative to perform additional Services, compensation shall be paid by District to Engineer as authorized in writing by District's representative.

V. OWNERSHIP AND RETENTION OF DOCUMENTS

5.1 All documents and information, in whatever form, given to, prepared or assembled by the Engineer in connection with its performance of its duties under this Agreement shall be the sole property of the District. Upon completion or termination of the Project, or upon request by the District, shall be delivered at no cost to the District without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The District shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Engineer may make copies of any and all documents for its files, at its sole cost and expense. Engineer shall not be liable for any unauthorized use, reuse or modification of its documents, reports or other work products.

5.2 The Engineer agrees to maintain all books, records and reports required under this contract for a period of not fewer than three (3) years after final payment is made and all pending matters are closed. In addition, the Engineer shall maintain an acceptable cost accounting system during the term of this Agreement. The Engineer agrees to provide the District or its authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.4 Engineer shall notify District, immediately, in the event Engineer receives any requests for information from a third-party, which pertain to the documentation and records referenced herein. Engineer understands and agrees that District will process and handle all such requests.

VI. TERMINATION OF AGREEMENT

6.1 Termination Without Cause.

6.1.1 This Agreement may be terminated by District without cause, prior to District's representative giving Engineer written Notice to Proceed, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with the work of any RWO. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Engineer.

6.1.2 This Agreement may be terminated by the District at any time after issuance of the District's representative's Notice to Proceed, either for the District's convenience or because of Engineer's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the District.

6.1.3 If the termination is for the convenience of the District, following inspection and acceptance of Engineer's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Engineer shall not, however, be entitled to lost or anticipated profit on unperformed services, should District choose to exercise its option to terminate, nor shall Engineer be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the District's notice of termination and the actual termination date.

6.1.4 If the termination is due to Engineer's failure to fulfill its obligations, the District may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the District for any additional cost occasioned to the District as a result of Engineer's failure to fulfill its obligations.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the

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Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3 of this section.

6.1.6 The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

6.1.7 This Agreement may be terminated by the Engineer, at any time after issuance of the District's representative's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

6.2 Defaults With Opportunity for Cure. Should Engineer fail, as determined by the District's representative, to satisfactorily perform the duties set out in Article II. SCOPE OF SERVICES; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, identifying the specific Events of Default and the action necessary to cure such defaults. Engineer shall have ten (10) calendar days after receipt of the written notice to cure such default. If Engineer fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, District shall have the right, without further notice, to terminate this Agreement in whole or in part, as District deems appropriate, and to contract with another Engineer to complete the work required by this Agreement. District shall also have the right to offset the cost of said new agreement with a new Engineer against Engineer's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of District to mitigate its losses.

6.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Engineer given in accordance with the notice provisions contained in this Agreement, District may immediately terminate this Contract, in whole or in part, "for cause":

6.3.1 Engineer makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder; or

6.3.2 Engineer violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

6.3.3 Engineer fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure; or

6.3.4 Engineer violates any rule, regulation or law to which Engineer is bound or shall be bound under the terms of this Agreement; or

6.3.5 Engineer attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.

6.3.6 Engineer ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Engineer's assets or properties.

6.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Engineer

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shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Agreement, Engineer shall cease all operations or work being performed by Engineer, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Engineer, in connection with the services rendered by Engineer under this Agreement, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Engineer's sole cost and expense. Payment of compensation due or to become due to Engineer is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Engineer shall submit to District its claims, in detail, for the monies it asserts are owed by District for services performed under this Agreement through the effective date of termination. **Failure by Engineer to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Engineer of any and all right or claims to collect moneys that Engineer may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

6.7 Termination Not Sole Remedy. In no event shall District's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Engineer for any default hereunder or other action.

VII. INSURANCE REQUIREMENTS

7.1 The Engineer shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

<u>Professional Liability:</u>	\$1,000,000 per occurrence and \$2,000,000 in the aggregate If written on a claims made basis, Engineer shall provide coverage for an additional twenty-five (25) months after the final completion date of the contract
<u>Commercial General Liability:</u>	
Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00 each person

Automobile Liability: Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence. This limit may be met by a combination of primary and excess liability policies.

Engineer's Engineers \$500,000

7.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued and rated no less than A-VII in the most current edition of Best's Rating Manual at all times during the term of this Agreement. The District's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

7.3 The Commercial General Liability and Automobile policies issued in the name of Engineer shall also name the Owner as additional insured. Evidence of additional insured status will be provided to District

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by providing a copy of the endorsement being utilized to effect the addition and shall be subject to the District's reasonable approval.

7.4 It is the intent of the parties to this Agreement that the General Liability coverage provided herein shall be primary to and shall seek no contribution from all insurance available to District, with District's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

7.5 Engineer shall have its insurance carrier(s) furnish to District insurance certificates in form satisfactory to District at a minimum specifying the types and amounts of coverage in effect and listing all exclusions and limitations added by endorsement to the general liability insurance coverage the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to District, and a statement that, except for professional liability insurance, the District is named as additional insured. Engineer shall permit District to examine the insurance policies, or at District's option, Engineer shall furnish District with copies, certified by the carrier(s), of insurance policies required. If Engineer neglects or refuses to provide any insurance required herein, or if any insurance is canceled, District may, but shall not be obligated to, procure such insurance at Engineer's expense.

7.6 Insurance provided pursuant to this Section shall be considered a part of the Engineer's basic services and shall not be a Reimbursable Expense within the scope of this Agreement.

7.7 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Engineer shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Engineer knows of said change in advance, or ten (10) days' notice after the change, if the Engineer did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to District at the following address:

Harlandale Independent School District
Superintendent of Schools
102 Genevieve
San Antonio, Texas 78214

7.8 If Engineer fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Engineer to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Engineer's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Engineer to stop work hereunder, and/or withhold any payment(s) which become due to Engineer hereunder until Engineer demonstrates compliance with the requirements hereof.

7.8 Nothing herein contained shall be construed as limiting in any way the extent to which Engineer may be held responsible for payments of damages to persons or property resulting from Engineer's or its subcontractors' performance of the work covered under this Agreement.

VIII. INDEMNIFICATION

8.1 Engineer (for purposes of this Section referred to as Licensed Engineer) whose work product is the subject of this contract for engineering services and other related professional services, agrees to INDEMNIFY AND HOLD DISTRICT, ITS OFFICERS AND EMPLOYEES, HARMLESS against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for

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which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY LICENSED ENGINEER'S NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSED ENGINEER, ANY AGENT, OFFICER, EMPLOYEE OF ENGINEER OR SUBCONSULTANT OF LICENSED ENGINEER AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES while in the exercise of performance of the rights or duties under this Agreement.

8.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of District, its trustees, officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LICENSED ENGINEER AND DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

8.3 Licensed Engineer shall promptly advise the District, in writing, of any claim or demand against the District or Licensed Engineer known to Licensed Engineer related to or arising out of Licensed Engineer activities under this contract.

8.4 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IX. ENGINEER'S LIABILITY AND STANDARD OF CARE

9.1 Services provided by Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locale. Acceptance of reports or other documents by District shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its employees, associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by District for any defect or error in testing, reports, or assessments and work performed by Engineer, its employees, subcontractors, and agents.

**X. ENGINEER'S WARRANTY UNDER THE
PROFESSIONAL SERVICES PROCUREMENT ACT**

10.1 Engineer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Engineer to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the District shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Engineer found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the District from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing District employment of engineering and other professionals. Accordingly, Engineer further pledges and warrants its best and most competent professional efforts to secure to the District the benefits of the agreement.

XI. ASSIGNMENT OF RIGHTS OR DUTIES

11.1 Except as otherwise required herein, Engineer may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of District. Engineering services required by law to be performed by a licensed engineer, or services which, by law, require the supervision

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and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the District. Any other services to be performed under this Agreement may be subcontracted upon the written approval of District's representative. As a condition of consent, if same is given, Engineer shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Engineer, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by District in accordance with this Article.

11.2 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Engineer assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, District may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Engineer shall thereupon cease and terminate, notwithstanding any other remedy available to District under this Agreement. The violation of this provision by Engineer shall in no event release Engineer from any obligation under the terms of this Agreement, nor shall it relieve or release Engineer from the payment of any damages to District, which District sustains as a result of such violation.

11.3 Engineer agrees to notify District's representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to District under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article IV, Termination.

XII. INDEPENDENT CONTRACTOR

12.1 Engineer covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of District; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondeat superior shall not apply as between District and Engineer, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Engineer.

12.2 No Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with District or Engineer or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Engineer.

XIII. NOTICES

13.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (e.g. Federal Express) for expedited delivery to be confirmed in writing by such courier.

**HARLANDALE INDEPENDENT SCHOOL DISTRICT
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If intended for District, to:

Harlandale Independent School District
Superintendent of Schools
102 Genevieve
San Antonio, Texas 78214

If intended for Engineer, to:

XIV. WORK ON SCHOOL DISTRICT PREMISES

14.1 To the extent that the services of the Engineer, of necessity, are to be performed in connection with an educational facility which is currently occupied and in use, it is imperative that Engineer's operations and the performance of its services not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Engineer agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which the services are to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Engineer shall exercise the utmost skill and judgment to ensure that testing activities will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Engineer recognizes that the ongoing District activities in proximity with its activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Engineer. Engineer understands and accepts the difficulties and the cost associated with working in an existing facility and the potential delays and disruptions in its Work, and has considered such constraints in the negotiation of this contract.

14.2 The Engineer shall be responsible for the actions of Engineer's agents, employees and all sub-Engineers working under it. The Contractor agrees that if the site where work is to be performed is a public school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Sites and shall require adequate dress of the Engineer's forces consistent with the nature of the work being performed. Sexual harassment of employees of the Engineer, or employees or students of the District by employees of the Engineer is strictly forbidden. Any employee of the Engineer who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Engineer, including removal from the project site.

14.3 The Engineer agrees, prior to commencement of work, to provide assurance to the District that all employees, subcontractors of the Engineer who are likely to or will have contact with students have passed a criminal history background check current within the last year.

XV. UTILITIES

15.1 Engineer shall utilize a utility locating service for public utilities. District shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Engineer shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Engineer shall not be responsible for damage to subterranean structures or utilities that are not called to Engineer's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Engineer.

XVI. CONTRACT CONSTRUCTION

16.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

XVII. FAMILIARITY WITH LAW AND CONTRACT TERMS

17.1 Engineer represents that, prior to signing this Agreement; Engineer has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

HARLANDALE INDEPENDENT SCHOOL DISTRICT

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XVIII. APPLICABLE LAW AND VENUE

18.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

18.2 The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar, County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

XIX. SEVERABILITY

19.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

XX. FORCE MAJEURE

20.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

XXI. SUCCESSORS

21.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XXII. NON-WAIVER OF PERFORMANCE

22.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

22.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXIII. PARAGRAPH HEADINGS

23.1 The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXIV. LEGAL AUTHORITY

24.1 The respective signatories of this Agreement for District and Engineer represent, warrant, assure and guarantee that he has full legal authority to execute this Agreement on behalf of District or Engineer respectively, and to bind District and Engineer to all of the terms, conditions, provisions and obligations herein contained.

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XXV. ENTIRE AGREEMENT

25.1 This Agreement, together with its Attachments embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written consent of the parties.

25.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

EXECUTED ON THIS, THE _____ DAY OF _____, 2026.

DISTRICT:
HARLANDALE INDEPENDENT SCHOOL
DISTRICT

ENGINEER or ARCHITECT FIRM:

By: _____
Gerardo Soto, Superintendent of Schools

By: _____
(Printed Name and Title)
Federal Tax ID # _____

HARLANDALE INDEPENDENT SCHOOL DISTRICT

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EXHIBIT B

Requirements Work Order

Stand-By Professional Services Agreement for Architectural / Engineering Services

This Requirements Work Order ("RWO") is executed on this ____ day of _____, 2026, between **Harlandale Independent School District** (hereinafter referred to as "District or HISD"), and _____, ("Engineer"), both of which may be referred to herein collectively as the "Parties", as an amendment to the *Stand-By Professional Services Agreement* for Engineering Services entered into by the Parties on _____ ("Master Agreement").

1. **Purpose.** The purpose of this RWO is to set out the District's project-specific Systems Testing, Balancing And Performance Verification requirements for the following project: _____, (the "Project"), including the Scope of Services and establishment of a not-to-exceed price for the required the Engineer's Basic Services.

2. **Scope of Work.** The Scope of Services for the Project shall be as set out in **Attachment A**, which is attached to this RWO and incorporated herein by reference.

3. **Not to Exceed Fee.** Engineer agrees to provide Systems Testing, Balancing and Performance Verification services required to complete the Scope of Services defined in the attached **Attachment A** and the District agrees to pay a fee not to exceed _____ AND ____/100 DOLLARS (\$_____) for such basic services. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Scope of Work attached to this RWO as **Attachment A**.

4. **Additional Services.** The District further agrees to pay for Additional Services in accordance with the hourly rates for Additional Professional Services contained in the Scope of Work attached to this RWO as **Attachment A**.

"Additional Professional Services" for purpose of this agreement shall include the following:

(a) Acting as an expert witness in any litigation with third parties, arising in connection with the Project, including the preparation of engineering data and reports and providing testimony as necessary.

(b) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.

(c) Additional copies of reports, drawings and specifications over the number specified in the base Agreement.

5. **Notice to Proceed.** Engineer is hereby authorized to immediately commence performance of its services in accordance with the Master Agreement, this R.W.O.

EXECUTED ON THIS, THE ____ DAY OF _____, 2026.

DISTRICT:
HARLANDALE INDEPENDENT SCHOOL DISTRICT

ENGINEER or ARCHITECT FIRM:

By: _____
Gerardo Soto, Superintendent of Schools

By: _____

(Printed Name and Title)
Federal Tax ID # _____

Attachment A
Scope of Services and Fee Schedule
(To Be Attachment to RWO)

**HARLANDALE INDEPENDENT SCHOOL DISTRICT
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SCHEDULE OF EVENTS:

Issue Request for Qualification (RFQ):	June 19, 2026
Vendor Q&A Deadline:	July 6, 2026, 9:00 AM
Addendum (if applicable)	July 9, 2026
Closing Date:	July 23, 2026, 1:00 PM
Presentation to Board:	Next available Board of Trustees Meeting

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Architectural / Engineering Capabilities Form

Applicable Services	In House Capability	
	YES	NO
Acoustical Engineering		
Archaeological Studies		
Architectural Services		
Asbestos Abatement Design & Inspection		
Building Commissioning (AABC, ASHRAE or NEBB)		
Building Envelope Consulting		
Civil Engineering, Topographic Surveying and Site Development Services		
Code Consulting Services		
Construction Material Testing and Laboratory Services		
Cost Estimating		
Electrical Engineering Services		
Environmental Consulting and Testing		
Environmental/Hazardous Materials Inspections		
Environmental Site Assessments		
Energy Analysis and Design Energy Monitoring Services		
Facility Master Planning		
Food Service/Kitchen Consulting and Design		
Forensic Engineering		
Geotechnical Engineering Services		
HVAC Testing & Balancing (TBE or NEBB Certified) Code Reviews		
Indoor Air Quality Consulting		
Interior Design Services		
Landscape Architecture		
Theatrical Lighting		
Mechanical Engineering Service		
Materials Testing		
Roofing Design		
Structural Engineering Services		
Technology & Security Infrastructure Design		
Tree Surveying		
Other:		
Other:		
Other:		
Other:		
Other:		
Other:		
Other:		

MANDATORY FORMS (pages 30-50)

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INVITATION TO PROPOSE

REPRESENTATIONS: By execution and submission of this proposal, the undersigned authorized representative of the contracting company indicated below hereby represents and warrants to the Harlandale Independent School District as follows:

That said person is authorized to enter into contractual relationships on behalf of the contracting company indicated below, and

That said person has read and understands this Sealed Proposal, the accompanying General Terms and Conditions, General Proposal Specifications, and Proposal Form(s) and that this proposal is made in accordance with the provided documents, and

That said person proposes to supply any products and/or services submitted under this Sealed Proposal at the prices quoted and provided and in strict compliance with the proposal documents and

That if any part of this proposal is accepted, said person and company will furnish all products and/or services awarded under this proposal at the prices quoted and provided and in strict compliance with the proposal documents and

That the Harlandale Independent School District or any representative or agent of the Harlandale Independent School District is authorized by the undersigned to contact any firm, institution, and/or person to obtain information about the firm's services, financial condition, and/or any other information Harlandale Independent School District may deem necessary.

Name of Company

Date of Submittal

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone and Fax No. of Authorized Representative

Position or Title of Authorized Representative

EMAIL ADDRESS: _____

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM MUST BE RETURNED WITH PROPOSAL – COMPLETE AS INDICATED

NO CONFLICT – Line 1: Company Name; Line 3: None; Line 7: Sign and Date

CONFLICT – Line 1: Company Name; Lines 2, 3, 4, 5, & 6: Answer Questions; Line 7: Sign and Date

<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p align="center">For vendor doing business with local governmental entity</p>	<p align="center">FORM CIQ</p>		
<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;"> <tr> <th align="center" style="padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>			
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>			
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>			
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>			
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>			
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>			

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NON-COLLUSION STATEMENT

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

VENDOR

ADDRESS

PHONE AND FAX

PROPOSER (SIGNATURE)

PROPOSER (PRINT NAME)

POSITION WITH COMPANY

**SIGNATURE OF COMPANY
OFFICIAL AUTHORIZING
THIS PROPOSAL**

**COMPANY OFFICIAL
(PRINT NAME)**

OFFICIAL POSITION

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FELONY CONVICTION NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner of operator of the business entity has been convicted of a felony. The notice must include a general description of the conduit resulting in the conviction of a felony.”

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

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

COMPANY NAME: _____
(PRINT OR TYPE)

AUTHORIZED COMPANY OFFICIAL’S NAME: _____
(PRINT OR TYPE)

****SIGN ONLY A, B, OR C****

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

SIGNATURE OF COMPANY OFFICIAL

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

SIGNATURE OF COMPANY OFFICIAL

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

Details of Conviction: _____

SIGNATURE OF COMPANY OFFICIAL

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**CONTRACTOR & SUBCONTRACTOR CERTIFICATION OF CRIMINAL
HISTORY RECORD INFORMATION**

Each Texas public school district must receive certification from any entity with which it contracts to provide services regarding the fact that the entity has obtained the following for all employees who have or will have “continuing duties related to contracted services;” and have “direct contact with students” before employing or immediately after employing or securing the services of the individual:

A name-based criminal history background checks on all employees hired before January 1, 2008;

A national criminal history record information review on all employees hired on or after January 1, 2008, which may include fingerprints and photographs.

“Continuing duties related to contracted services” – work duties that are performed pursuant to a contract to provide services to a school district on a regular, repeated basis rather than infrequently or one time only.

“Direct contact with students” – The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide the opportunity for unsupervised interaction with an individual student, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides the opportunity for unsupervised contact with students such as, without limitation, the provision of individualized coaching, tutoring, or other services.

19 TAC § 153.1101

At a minimum, the required criminal history record information shall be obtained via HISD’s HR Job Listing website for all on site personnel:

<https://harlandale.tedk12.com/hire/ViewJob.aspx?JobID=791>

The school district may not allow any employee of the entity or an individual to serve at the district if information obtained through this review verifies that the employee has been convicted of one of the following and at the time of the offense, the victim was under 18 years of age or was enrolled in a public school:

- (1) A Title 5 felony offense;
- (2) An offense requiring the individual to register as a sex offender; or
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony in the state of Texas or that would require registration in the Texas sex offender databank.

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND & WILL COMPLY WITH
THE STATE OF TEXAS’ CRIMINAL BACKGROUND CHECK REQUIREMENTS:**

SIGNATURE OF COMPANY

OFFICIAL AUTHORIZING THIS BID: _____

COMPANY OFFICIAL

(PRINT NAME): _____

OFFICIAL POSITION: _____

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DEBARMENT AND SUSPENSION CERTIFYING STATEMENT

In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 the contracted certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

The Harlandale Independent School District hereby agrees to abide by the aforementioned terms and conditions.

VENDOR NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

COMPANY OFFICIAL
(SIGNATURE) _____

COMPANY OFFICIAL
(PRINT NAME) _____

POSITION WITH COMPANY _____

HARLANDALE INDEPENDENT SCHOOL DISTRICT

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DEVIATION/COMPLIANCE FORM

The Harlandale Independent School District requires that if the undersigned bidder/proposer intends to deviate from either

- General Terms and Conditions
- General Bid/Proposal Specifications
- Bid/Proposal Specifications
- Mandatory Forms
- Digital Resources Contract
- EDGAR Certification
- Form of the Agreement\PO Contracting Methodology

All such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Harlandale Independent School District shall consider any deviations in its bid/proposal award decisions, and the Harlandale Independent School District reserves the right to accept or reject any bid/proposal based upon any deviations indicated below or in any attachments and/or inclusions.

In the absence of any deviation entry on this form, the bidder/proposer assures the Harlandale Independent School District of their full compliance with the General Terms and Conditions, General Bid/Proposal Specifications, Construction Contract and all other information pertinent and contained in this Bid/Proposal.

DEVIATIONS

(Check One)

YES, please list below

NO

List any and all deviations submitted by your company below *(if additional space is required please provide attachments):*

NAME OF COMPANY

DATE OF SUBMITTAL

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE

POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE

HARLANDALE INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

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IN-STATE CERTIFYING STATEMENT

A “**NONRESIDENT PROPOSER**” means a proposer whose principal place of business is not in the State of Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

(Check One)

I certify that my company is a “**RESIDENT PROPOSER**”.

COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

I certify that my company qualifies as a “**NONRESIDENT PROPOSER**”

Indicate the following information for your “**RESIDENT STATE**” (State principal place of business is located in):

COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

1. Does your “**RESIDENT STATE**” require proposers whose principal place of business is in the State of Texas to underbid proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“**RESIDENT STATE**” means the state in which the principal place of business is located)

YES

NO

2. What is the prescribed amount or percentage? \$ _____ or _____ %

CERTIFICATION: I certify that the information provided above is correct.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(PRINT OR TYPE NAME AND TITLE)

HARLANDALE INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
 102 Genevieve • San Antonio, TX 78214 • (210) 989-4440 • Fax (210) 921-4400
VETERAN HEROES UNITED IN BUSINESS (VetHUB)
CERTIFYING STATEMENT

Proposing companies that have been certified by the State of Texas as Veteran Heroes United In Business (VetHUB) entities are encouraged to indicate their VetHUB status when responding to this proposal.

(Check one)

<input type="checkbox"/>	I certify that my company has been certified by the State of Texas as a Veteran Heroes United In Business (VetHUB), and I have attached a copy of our VetHUB Certification to this form. <i>(Please provide documentation for recognition as a VetHUB).</i>
<input type="checkbox"/>	My company has NOT been certified by the State of Texas as a Veteran Heroes United In Business (VetHUB).

 NAME OF COMPANY

 DATE OF SUBMITTAL

 ADDRESS

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 CITY, STATE, ZIP

 PRINTED NAME OF AUTHORIZED REPRESENTATIVE

 TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE

 POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE

HARLANDALE INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

102 Genevieve • San Antonio, TX 78214 • (210) 989-4440 • Fax (210) 921-4400

STATEMENT OF LEGAL, PROFESSIONAL AND ETHICAL BEHAVIOR

	NO	YES
1. Does your firm have any pending construction or development-related litigation? If so, please describe on a separate page.	<input type="checkbox"/>	<input type="checkbox"/>
	AGREE	DO NOT AGREE
3. No person or company shall make any political contributions to any HISD board member from the issuance of the RFP/RFQ and no sooner than 30 days after the contract is awarded.	<input type="checkbox"/>	<input type="checkbox"/>
4. No person or company shall have contact with any HISD board member from the date of issuance of this RFP/RFQ and no sooner than 30 days after the contract is awarded.	<input type="checkbox"/>	<input type="checkbox"/>
5. The firm submitting the Proposal is responsible to report any board member making contact with the firm to the District's Superintendent.	<input type="checkbox"/>	<input type="checkbox"/>
6. The firm must conduct a criminal background check on any employee that the firm has working on the project who will be coming to school property.	<input type="checkbox"/>	<input type="checkbox"/>
7. The firm must have a statement of no tolerance for any inappropriate conduct by any of the firm's employees with the District's staff members or students.	<input type="checkbox"/>	<input type="checkbox"/>

Failure to abide by statement 4-7 may subject your proposal to disqualification.

Please submit clarification responses of "Yes" on questions 1-2 and "Do Not Agree" in statement 3-7 on a separate page.

I hereby certify that the above statements of legal, professional, and ethical behavior are understood and will be addressed and adhered to.

Company Representative Signature

Date

Company Representative (Type/Printed)

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TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. This form must be completed and returned with your proposal.

The undersigned verifies that: _____
(Insert Company Name Here)

- 1. does not boycott Israel; and
- 2. will not boycott Israel during the term of the contract.

DATED this _____ day of _____, 20____.

Signature of Company Representative

Printed Name of Company Representative

Definitions per Section 2270.001:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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SB 252 VERIFICATION FORM

I, the undersigned vendor, do hereby certify and verify that Contractor 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.

The undersigned verifies that:_____

(Insert Company Name Here)

- 1. does not have contracts; or
- 2. provide supplies or services to Foreign Terrorist Organizations.

DATED this _____ day of _____, 20_____.

Signature of Company Representative

Printed Name of Company Representative

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FIRM AND PERSONNEL CONDUCT STATUS FORM

Respondent firm and its personnel is in “good standing” with all applicable licensing and certifying authorities and is not currently under nor ever have been under disciplinary action.

I, the undersigned agent for the firm named below, certify that this firm nor its principals or key personnel have ever been under disciplinary action by applicable licensing and certifying authorities.

FIRM’S NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

If the firm or its personnel is not in “good standing”, please provide detailed explanation below:

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ERRORS AND OMISSIONS STATUS FORM

List your firm or individual's from your firm who have been involved in any errors or omissions claims within the last 5 years.

FIRM'S NAME: _____

NATURE OF SERVICES PROVIDED BY FIRM: _____

NAME OF FIRM EMPLOYEE INVOLVED IN CLAIM: _____

DATE OF CLAIM: _____

Describe in detail the nature of the claim, total amount of the claim, and amount paid by your Errors and Omissions Insurance.

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

If this does not apply to your firm certify below:

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals or key personnel have been party to any claims for errors or omissions within the last five years.

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PAST LITIGATION & SANCTIONS DISCLOSURE STATEMENT

	NO	YES
<p>1.a. Identify all claims, lawsuits or arbitration proceedings with respect to provision of goods or services, if any, brought by or against your firm within the last five (5) years.</p> <p>1.b. Describe all instances in which your firm was unable to complete the work or provide goods under a contract.</p> <p>1.c. Identify any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has your firm ever been sanctioned by any Local, State or Federal agencies? Please provide a description of such sanctions and the outcomes below.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Does your firm have pending or past litigation with Harlandale Independent School District (HISD)? Please provide a complete description of such litigation and outcomes below.</p>	<input type="checkbox"/>	<input type="checkbox"/>

Failure to honestly and completely disclose may subject your proposal to disqualification.

I hereby certify that the above statements are true to the best of my ability.

Company Representative Signature

Date

Company Representative (Type/Printed)

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EDGAR CERTIFICATIONS

This EDGAR Certifications is made a part of a contract (“Contract”) between the Harlandale Independent School District (“Harlandale ISD” or “District”) and the vendor (“Vendor”), where such contract and Vendor are referenced on the last page of this Contract. The following certifications and provisions are required and apply when Harlandale ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of any separate Agreement and the terms of the underlying Agreement, the terms of this contract shall prevail.**

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

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

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

 Initials of Authorized Representative of Vendor

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

Termination for Cause: Pursuant to Federal Rule (B) above, when Harlandale ISD expends federal funds, Harlandale ISD reserves the right to immediately terminate any contract 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.

Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts: Performance by Harlandale ISD under the Contract for years subsequent to the current may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”), allocation of funds by the Board of Trustees (the “Board”), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award (“NOGA”). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

Termination for Convenience: Harlandale ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Harlandale ISD believes in its sole discretion that it is in the best interest of Harlandale ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Harlandale ISD shall compensate Vendor for any work performed and accepted and goods accepted by Harlandale ISD as of the termination date. Any award under this procurement process is not exclusive and Harlandale ISD

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reserves the right to purchase goods and/or services from other vendors when it is in Harlandale ISD's best interest.

_____ Initials of Authorized Representative of Vendor

EDGAR Certifications (Non-Construction Contracts) v. 12.15.2016

(C) 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.

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

_____ Initials of Authorized Representative of Vendor

(D) 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 subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 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 Harlandale ISD, Vendor certifies that during the term of an award for all contracts by Harlandale ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

_____ Initials of Authorized Representative of Vendor

(E) 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 Harlandale ISD, Vendor certifies that during the term of an award for all contracts by Harlandale ISD resulting from this procurement process, 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.

_____ Initials of Authorized Representative of Vendor

(F) 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

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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 Harlandale ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Harlandale ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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.

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.

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

_____ Initials of Authorized Representative of Vendor

(G) 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. 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 Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Harlandale ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the

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state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS Act

This subpart prescribes policies and procedures for applying the requirements of [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards (the statute) to contracts that may require or involve laborers or mechanics. In this subpart, the term "laborers or mechanics" includes apprentices, trainees, helpers, watchmen, guards, firefighters, fireguards, and workmen who perform services in connection with dredging or rock excavation in rivers or harbors, but does not include any employee employed as a seaman.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Harlandale ISD 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 Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Harlandale ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (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.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books,
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documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Harlandale ISD shall be bound by the foregoing terms and conditions.

_____ Initials of Authorized Representative of Vendor

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BY SIGNING BELOW, THE VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Business Name:

Address, City, State, and Zip Code (Principal place of business):

Printed Name of Authorized Representative:

Title of Authorized Representative:

Phone Number: _____ **Email Address:** _____

Signature of Authorized Representative: 