

TRINITY BASIN PREPARATORY



SECURITY SERVICES REQUEST FOR PROPOSAL

RFP# SY22 - 2



**Request For Proposals (RFP)
For Security Services
RFP #SY22 – 2**

General

1. Trinity Basin Preparatory, Inc. (“TBP” or “Owner”) is soliciting request for proposals for security services.
2. It is the intention of TBP to award the contract to the Offeror whose proposal is most advantageous to TBP. TBP reserves the right to award multiple vendors if it determines that it is in its best interest.
3. **Proposals must be received NO LATER THAN 2:00 p.m. on Tuesday, November 16, 2021 in the administrative office of TBP, 2730 N Hwy 360, Grand Prairie, Texas 75050.**
4. For administrative questions regarding this RFP, please contact Chaz Munoz, Director of School Operations, at 214-946-9100 ext. 1060 or cmunoz1@trinitybasin.net. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. **ALL QUESTIONS ARE DUE BY 4:00 PM, Thursday, November 11, 2021.** Any amendments will be issued as necessary.
5. **Proposals may be modified or withdrawn prior to the opening of the proposals.**
6. Until the final award, TBP reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of TBP will be realized hereby.

Form of Proposals

Proposals shall be submitted in an envelope marked on the outside with the offeror's name, address and "**RFP #SY22 - 2**".

Please submit 1 original and two copies of the proposal to:

Trinity Basin Preparatory
Brian Francis, Chief Operations Officer
2730 N. State Hwy. 360
Grand Prairie, TX 75050

Trinity Basin Preparatory will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Proposals must be received in time to be time-stamped at the above location. Trinity Basin Preparatory is not responsible for mail service. To submit a bid via mail, all documents must be returned, and an original signature provided on the offer form. Bids will not be accepted in either format without a signature.

Proposals received after 2:00 PM, November 16, 2021 will not be considered and will be returned unopened. Fax and emailed proposals will not be accepted.

All proposals must be submitted with any other requested documents/information as set forth in this RFP. Any proposal submitted that is incomplete will be disqualified. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

SECURITY SERVICES REQUEST FOR PROPOSAL

RFP #SY22 - 2

Publication Dates: Tuesday, November 2, 2021 Wednesday, November 3, 2021
Tuesday, November 9, 2021

Closing Date: Tuesday, November 16, 2021 at 2:00 p.m.

GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to TBP's link below:

<http://www.trinitybasin.com/rfp>

ANNUAL CONTRACT FUNDING

TBP operates on a fiscal year that ends on August 31st. Because state law mandates that a district may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF PROPOSAL/CONTRACT

The successful Offeror may not assign their rights and duties under and award without the written consent of TBP's Chief Operations Officer. Such consent shall not relieve the assignor of liability in event of default by their assignee.

PROPOSAL CONSIDERATION / TABULATION

Until final award of the Contract, TBP reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of TBP.

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice with good cause.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETED INFORMATION

Offeror must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at TBP's option.

DEFAULT

In case of default of the successful Offeror, TBP may procure the articles from other sources and hold the Offeror responsible for any excess cost occasioned thereby.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. TBP review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of TBP's CEO, CFO or the Executive Director of Accounting, review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of TBP to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. **Orders must be given a Purchase Order Number to be valid.** No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by TBP until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with TBP Purchasing procedures, unless this provision is waived by TBP.

PROVISIONAL CLAUSES

Trinity Basin Preparatory will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

Trinity Basin Preparatory reserves the right to reject any or all bids or to waive technicalities at its option when in its best interest.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, TBP reserves the right to waive any irregularities and to make the award in the best interests of TBP.

TBP reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Offerors may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Offerors.
- Reasonable grounds for believing that any Offeror is interested in more than one Proposal for the work contemplated.
- The Offeror being interested in any litigation against TBP.
- The Offeror being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of TBP will prevent or hinder the prompt completion of additional work if awarded.

WITHDRAWAL

Proposals may be modified or withdrawn prior to the submission date. No proposals may be withdrawn for a period of sixty (60) calendar days after the submission date unless there is a material mistake.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although Trinity Basin Preparatory is exempt from most City, State, and Federal taxes, it is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. Trinity Basin Preparatory cannot determine for the Offeror whether or not the bid is taxable to TBP. The Offeror through the Offeror's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PUBLIC INFORMATION

Vendors to the RFP are advised that material contained in their proposals is subject to the Public Information Act and may be viewed and/or copied by any member of the public, including news agencies and competitors.

COSTS

TBP accepts no obligations for costs incurred by vendors responding to this RFP or on being awarded the contract.

EQUAL OPPORTUNITY

It is the public policy of TBP, at all levels of procurement, to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), small and other disadvantaged business entities in employment and contracting opportunities involving the State as fully as possible. The term "minority business enterprise" means a business at least 51 percent of which is owned, controlled and managed by minority group members. TBP, therefore, is committed to pursue such avenues in its employment and contracting activities which will further the goals of this policy.

INSTRUCTIONS TO OFFERORS

1.0 GENERAL

The following instructions by the Trinity Basin Preparatory are intended to afford offerors an equal opportunity to participate in the contract.

- 1.1** Before submitting an offer to this solicitation, offerors must familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.

- 1.2** Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to Trinity Basin Preparatory, Director of School Operations Chaz Munoz, 2730 N. State Hwy 360, Grand Prairie, Tx 75050 or to cmunoz1@trinitybasin.net with sufficient time allowed for a reply to reach all offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors.

- 1.3 A functional area expert or a day-to-day contract administrator or manager for Trinity Basin Preparatory may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the Chief Operations Officer or designee. Modifications to contracts/agreements will be made by the Chief Executive Officer or designee in accordance with TBP Board's guidance, policies, and/or procedures. If a vendor acts on the guidance of a TBP employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.
- 1.4 The terms offeror, contractor, proposer, and/or vendor refer to the person/firm that submits the offer to this solicitation document. The terms Trinity Basin Preparatory, TBP, owner, district, and/or government entity refer to Trinity Basin Preparatory.

2.0 SPECIFICATIONS

Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

3.0 INFORMATION REQUIRED

Each offeror must furnish the information required by the RFP documents. The offeror must sign the and return all required forms with the offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to Trinity Basin Preparatory.

4.0 SUBMISSION OF PROPOSALS

The offeror should propose his/her lowest and best price. Sealed proposals must be submitted in an envelope marked on the outside with the offeror's name and address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time recorded on or before the published deadline date and time shown on the RFP.

- 4.1 All prices/fees must be entered on the proposal in ink or typewritten.
- 4.2 Proposed price should be firm (fixed). If the offeror, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or "trigger" at which the increase would be effective.
- 4.3 Failure to manually sign the offer will disqualify it.

5.0 DISCUSSIONS/NEGOTIATIONS

Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, Trinity Basin Preparatory reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by Trinity Basin Preparatory's Chief Operations Officer and will include only those initial offers that the Chief Operations Officer determines to have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24-hours after completion of negotiations/discussions.

6.0 BEST AND FINAL OFFERS

If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

7.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by written notice received by Trinity Basin Preparatory prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by an offeror or his/her authorized representative prior to the opening date/time, provided the offeror's identity is made known and he or she signs a receipt for the proposal.

SCOPE OF PROPOSAL

1.0 GENERAL

- 1.0** The Trinity Basin Preparatory is seeking to contract with a Security Service to provide TBP with unarmed security officers to be stationed at campuses and facilities throughout TBP as specified in the Specifications section of this document. It is the intention of Trinity Basin Preparatory to award this contract with the service to begin in December 2021 continuing through August 31st, 2022, the end of the fiscal year. Afterwards, contracts will be effective for one year starting on September 1, 2022 and may be extended for additional one-year terms for up to three years.
- 1.1** The services noted on the specifications portion of this document are estimates only and will not necessarily be purchased by this contract.
- 1.2** TBP is not required to purchase from the vendor requirements in excess of the estimated value of this contract.
- 1.3** If TBP urgently requires specific service before the date under this contract, and if the vendor will not provide for the accelerated service, TBP may acquire the urgently required service(s) from another source.
- 1.4** Any purchase order issued during the effective period of this contract and not completed within the effective period of the contract will be completed by the vendor under the terms and conditions of this contract.
- 1.5** Trinity Basin Preparatory reserves the rights to negotiate price with successful offeror(s) for similar service specified in this RFP during the effective period of this contract.

1.6 TBP may increase the quantity of service by 25% of the “estimated” needs at the same proposal price during the period of the contract.

1.7 The contract may be extended in additional one-year periods up to a maximum of three years (i.e., two one-year extensions) at the unilateral discretion of Trinity Basin Preparatory based on factors such as, but not limited to, price, service satisfaction, compliance with terms/conditions, and needs of TBP.

2.0 CONDITIONS OF AGREEMENT

The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

- Contract Specifications
- Responsibilities of Offerors
- Instructions to Offerors
- General Conditions
- Notice to Offerors
- Offer Forms

3.0 PROPOSAL SUBMITTAL

A signed, submitted proposal constitutes an offer to perform the work and/or service(s) specified in the solicitation.

4.0 SPECIFICATIONS

The offeror must note in writing any deviations from the specifications and must submit those changed specifications as alternates.

5.0 EVALUATION

It is the intent of the Trinity Basin Preparatory to award based on the best value (i.e., price and other factors considered) to TBP to the responsive, responsible Offeror as statutes, regulations, policies, and practices allow. Consideration will be given to Proposers who include best value incentives or value-adds at no additional cost to TBP. These incentives/value-adds must be clearly enumerated in Offeror’s response.

Contracts may be awarded on a lump sum basis and the compensation paid by Trinity Basin Preparatory shall be based upon the actual services rendered. In determining the “best value,” Trinity Basin Preparatory may consider, in addition to price, other factors such as compliance with the RFP documents, service requirements, suitability of service, costs of maintenance and operations, training requirements, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to the service, and compliance with Trinity Basin Preparatory’s policies and goals.

Specifically, proposals will be evaluated based on the following Max. Points:

- | | |
|------------|--|
| 50 | Price. |
| 15 | Experience and reputation of the Vendor. |
| 15 | Vendor is a certified M/WBE OR Proposer submitted a Joint Venture Agreement with a certified M/WBE OR Proposer submitted a Prime Subcontractor Teaming Agreement with a certified M/WBE. |
| 10 | Vendor’s support/service |
| <u>10</u> | <u>Quality of materials and services.</u> |
| 100 | Total Maximum points |

6.0 RESERVATION OF RIGHTS

Trinity Basin Preparatory expressly reserves the right to:

- 6.1 Reject or cancel any or all proposals;
- 6.2 Waive any defect, irregularity or informality in any proposal or RFP procedure;
- 6.3 Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- 6.4 Reissue an RFP;
- 6.5 Consider and accept an alternate proposal as provided herein when most advantageous to Trinity Basin Preparatory;
- 6.6 Cancel the contract with written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds;
- 6.7 Procure any service by other means to meet time-sensitive requirements; and/or
- 6.8 Award more than one company.

7.0 ACCEPTANCE

Acceptance of an offeror's offer for service agreement will be by purchase order issued by Trinity Basin Preparatory and/or a letter of acceptance. Subsequent purchase orders and/or change orders may be issued as appropriate. Unless the offeror specifies otherwise in his/her proposal, Trinity Basin Preparatory may award the contract for any item or group of items shown on the RFP.

8.0 INVOICES AND PAYMENTS

Offeror will submit separate invoices and time sheets, in duplicate, on each security guard weekly. Invoices will indicate the purchase order number. Invoices must be itemized. Funds for completed invoices concerning this contract will be available within thirty (30) days of completion and acceptance by TBP.

9.0 INTERPRETATION

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

10.0 APPLICABLE LAW

This RFP, and its resulting contract, is governed first by the laws of the State of Texas, and venue for any disputes arising there under shall be in Dallas County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

11.0 NOTIFICATION OF CRIMINAL RECORD

The person or entity submitting an offer must give notice to TBP, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

12.0 INSURANCE

12.1 Offeror shall, at all times during the term of the contract made pursuant to this RFP and at Offeror's sole expense, keep in full force and effect the following minimum limits of insurance:

12.1.1 **General Liability**: Offeror shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the services provided for in accordance with this RFP, whether by Offeror or anyone directly or indirectly employed by Offeror. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.

12.1.2 **Professional Liability**: If Offeror performs licensed professional services, Offeror shall maintain professional liability insurance for licensed professionals performing work pursuant to this RFP in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.

12.1.3 **Umbrella Insurance**: Offeror shall maintain umbrella insurance providing excess coverage in the amount of \$3,000,000.00 and providing such additional coverage for all of the risks and obligations of Offeror described in this RFP. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.

12.1.4 **Workers' Compensation**: Offeror shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

12.2 The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

12.3 Should any of the above-described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Trinity Basin Preparatory.

12.4 The contractor agrees to waive all right of subrogation against TBP, its officials, employees and volunteers for losses from work performed by contractor for TBP.

- 12.5 The contractor shall hold TBP harmless from and indemnify it against all liability, including attorney’s fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
- 12.6 The select offeror will be required to supply an insurance certificate naming Trinity Basin Preparatory as an additional insured.
- 12.7 You are required to submit a certificate of insurance for the above insurance requirements with your proposal.
- 12.8 Any exceptions/deviations to the above stated insurance coverage should be clearly identified in your submission.

SPECIFICATIONS

1.0 Trinity Basin Preparatory is seeking to contract with a Security Service to provide TBP with seven (7) security officers to be stationed at: ***Pafford, Panola, Ewing, Jefferson, 10th St., Ledbetter and Mesquite campuses.*** One (1) guard at each campus providing interior and exterior patrol of the campuses and monitoring of surveillance cameras.

2.0 WORK SHIFT

2.1 12:00 pm to 8:00 pm (Monday – Friday) in accordance with the attached calendar. Calendar is subject to change at the discretion of TBP. In the event the school is closed or dismissed early due to inclement weather, the officers will also be dismissed and/or the vendor will be notified via the local news broadcast or school personnel.

	MON	TUE	WED	THU	FRI	TOTAL
2nd Start	12:00 pm	12:00 pm	12:00 pm	12:00 pm	12:00 pm	
2nd End	8:00 pm	8:00 pm	8:00 pm	8:00 pm	8:00 pm	
Total	8	8	8	8	8	40 hours

2.2 All campuses must be patrolled/guarded school days during the “school year” starting December 2021 and going through December 2022. In addition to regular shifts officers may be called upon during special events or extraordinary circumstances that may arise. TBP will not be responsible for any overtime payments.

2.3 There are times that Trinity Basin Preparatory may also need security coverage during the day shift hours of 6 am – 3 pm. Trinity Basin will look to solicit coverage from the offeror awarded on an as-needed basis for fill ins (i.e TBP employee on FMLA, vacation days, etc.).

3.0 TERM

3.1 This RFP is for the services of security officers trained and certified to operate as such in the State of Texas. Each officer will be entitled to a 30-minute lunch break during their

shift that must be taken on campus. During a lunch break each officer is subject to recall for service. Lunch breaks shall not be taken during peak times of school activity.

3.2 The contract will run from December runs through December 2022. If contract is extended for the following year, services will begin on the first day of the second semester in January of 2023. A District calendar will be provided and should be used as the work schedule for each security officer.

4.0 GENERAL DUTIES

4.1 Security Officers must wear a company uniform and an identification badge that is visible at all times.

4.2 One security officer must be present at the Trinity Basin Preparatory campuses/properties at all times students and staff members are on campus for a scheduled school activity.

4.3 Supervising Security Officers will check-in with the designated campus administrator each day no less than ten (10) minutes prior to the shift starting.

4.4 Security Officers will not at any time before or after school hours fraternize with students, teachers, auxiliary personnel, clerical staff, or administrators.

4.5 Specific duties will be discussed with the awarded vendor prior to the first day of the contract. These duties may include viewing all vehicles for proper parking permits, monitoring campuses/grounds for unsafe behavior, monitoring all other parking lots around the campuses and Administration Buildings, breaking up unsupervised student gatherings outside the buildings, etc.

4.6 Officers may be called upon to monitor campuses/grounds during special events held at times other than specified in the base contract.

5.0 EXPECTATIONS

5.1 All District Property is drug and tobacco free. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on TBP property.

5.2 Officers must be of an age and physical condition appropriate for the job requirements. This includes being on their feet all day, staying outside in all weather conditions, and capable of breaking up a congregation of students. Officers must be neatly groomed with uniforms pressed and the shirttail tucked in at all times. Officers must wear an identification tag that is visible at all times and includes the employee's picture and name. Officers must be awake, alert, observant, on the premises and performing surveillance duties at all times during their shift.

5.3 Upon an award granted under this RFP, TBP will have determined that vendor has a legitimate educational interest in the educational records, as that term is defined under the Family Educational Rights and Privacy Act ("FERPA"), of TBP students who receive services, and vendor is the agent of TBP solely for the purpose of providing services. Vendor must agree that it and its personnel will maintain the confidentiality of Student Data including all Personally Identifiable Information ("PII") and other non-public information.

- 6.0** During the Term, the offeror must, at his/her own expense, purchase and maintain the insurance identified in the Scope of Proposal of this document. The insurance must be obtained from companies properly licensed in the state of Texas and satisfactory to owner.
- 7.0** Any change in security officers should be reported prior to the change taking effect. Paperwork above must also be completed and received by TBP prior to any change in security officers.
- 8.0** The successful respondent must submit an invoice (in duplicate) to the address listed below. Each invoice must reference the corresponding purchase order number and must have attached the time sheets for each officer listed on the invoice. The time sheets must be signed by the named campus administrator in order for payments to be processed. Payment will be made for the total number of hours (not including the lunch period) recorded on the time sheets. Invoices should be mailed to Trinity Basin Preparatory, **Attn Accounts Payable, 2730 N State Hwy 360, Grand Prairie TX 75050** or via email at ap@trinitybasin.net.

SECURITY OFFICER DUTIES BY POST

Security Guard Expectations:

- Remain vigilant at all times for suspicious activity or unauthorized persons.
- Required to be familiar with Trinity Basin Preparatory emergency procedures for Lockdown, Fire/Evacuation, Hold and Shelter.
- When radios are available, each guard is required to carry and monitor their radio.
- Use of cell phones/texting or use of other electronic devices should be limited only to business use or family emergency. **At no time should use of phones be a distraction from required duties.**
- Guards are to refrain from distracting faculty and staff from their assigned duties. Conversations beyond what is required to carry out security responsibilities are to be kept to a minimum.
- Guards shall not fraternize with students, teachers or staff before or after school.
- Guard's uniforms shall be professional in appearance. Uniform shall be clean. Shirt must be tucked in and a company logo and/or badge shall be visible at all times.
- Guards are entitled to a 30-minute lunch break during their shift and that break must be taken on campus. Guards are subject to recall during lunch breaks and such breaks shall not be taken during peak times of school activity.
- Guards generally are to work independently unless working with a supervisor for training purposes.
- The Guard shall meet daily/weekly with a campus administrator and the campus monitor or District Safety Manager. The purpose of the meeting is to discuss events scheduled for the day, special request and operations.

Campus Day/Evening Shifts

12:00pm – 8:00pm

- ✓ Guard will patrol the parking lots and the perimeter of the campuses to monitor students and visitor as they enter and leave the campus.
- ✓ Work with campus/district administration to develop an adequate routine for monitoring the campuses.
- ✓ Guard will continuously monitor the exterior doors to insure they remain locked and secure.
- ✓ Guard will monitor all persons who enter the campus, making sure check in procedures are followed. Visitors entering a building location at any time must be checked in through the Raptor system in the main office of each campus
- ✓ Guards are to patrol all interior and exterior areas of the Trinity Basin Preparatory campuses.
- ✓ Visibility is a very important element of the Guards. If a Guard is sitting down and not in a common area, they are expected to be monitoring cameras.
- ✓ Assist with after school dismissal and all emergency school protocols.
- ✓ After school is dismissed, Guard will check each exterior door every hour and walk the premises.
- ✓ Guard will patrol the parking lots and the perimeter of campuses.
- ✓ Guard will monitor all evening activities and check in with the administration that is in charge of the activity.
- ✓ Guard will ensure that at the end of the activity the doors and gates are locked and secure.
- ✓ At the end of the shift, the Guard will make note of any incident and make the information available to campus administration and TBP Safety Manager.

REQUEST FOR PROPOSALS-QUESTIONNAIRE

In whatever form you prefer, please provide the following information in the sequence prescribed by this questionnaire.

1. Firm information

Name of firm:

Address of principal office:

Phone and Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other):

Year founded:

Name and contact info for primary contact:

2. Organization

- 2.1 How many years has your organization been in business?
- 2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- 2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice President's name(s), Secretary's name, Treasurer's name.
- 2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of general partner(s).
- 2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.
- 2.6 If the form of your organization is other than those listed above, describe it and name the principals.
- 2.7 Is your organization a Certified Minority or Woman Owned Business (M/WBE), have a Joint Venture Agreement with a certified M/WBE, or have a Prime Subcontractor Teaming Agreement with a certified M/WBE? If yes, indicate ethnicity and gender and submit certification with your proposal. Vendors do not have to be a certified M/WBE to participate in the district's contracting and purchasing activities.

3. Personnel: For each guard proposed to be assigned to TBP, list:

- 3.1 Name.
- 3.2 Years of experience.
- 3.3 Licenses.
- 3.4 Availability by day of the week and total hours.
- 3.5 Service fee.

4. Experience

- 4.1 List the categories of work that your organization normally performs with its own forces.
- 4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 4.3 Work over last five years:
List major projects (particularly projects of similar scope and size) handled by your organization over the last five (5) years. For each project, provide the name, nature of the project, size, location, cost, and owner.

5. Claims and Suits (If the answer to any of the questions below is yes, please attach details.)

- 5.1 Has your organization ever failed to complete any work awarded to it? If so, explain.
- 5.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 5.3 List any legal action or suits your organization has been involved in during the past five (5) years.

7. References

For three (3) of the projects listed above, identify a representative of the owner (provide name, phone/fax numbers) whom we could contact as references regarding your organization's services. Ideally, some of the references should be for projects of comparable scope.

8. Non-Collusion Affidavit

The authorized person must sign a non-collusion affidavit. A fully executed copy of the required affidavit is contained in this RFP. **The original signed affidavit is to be included in the proposal in order for the proposal to be considered.**

9. **All attachments (Exhibits 1–5 and EDGAR Certifications) to this proposal must be included in order for the proposal to be considered.**

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with another bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.
- e) **THE FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR PROPOSAL TO BE REJECTED.**

Company Name

Authorized Signature

Printed Name

Title



TRINITY BASIN PREPARATORY

**TO INSPIRE
EVERY STUDENT
TO DO MORE,
EXPECT MORE,
AND BE MORE.**

2021-2022 School Calendar

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SIX WEEK PERIODS

	Full Days	Early Release Days	PK4 - 8th Minutes	PK3 AM Minutes	PK3 PM Minutes
1st: Aug. 11 - Sept. 23	30	1	13,290	6,540	6,510
2nd: Sept. 27 - Nov. 11	32	1	14,160	6,960	6,930
3rd: Nov. 15 - Jan. 13	25	1	11,115	5,490	5,460
4th: Jan. 18 - Mar. 3	31	1	13,725	6,750	6,720
5th: Mar. 7 - Apr. 28	31	0	13,485	6,510	6,510
6th: May 2 - June 9	26	1	11,550	5,700	5,670
Total	175	5	77,325	37,950	37,800

Calendar Details:

- *All full days are 7.25 hours (435 minutes) for PK4-8th = 175 days (435 min*175=76,125 min)
- *All full days are 3.5 hours (210 minutes) for PK3 = 175 days (210 min*175=36,750 min)
- *All early release days are 4 hours (240 minutes) for PK4-8th = 5 days (240 min*5=1200 min)
- *All early release days are 4 hours (240 minutes) for PK3 AM = 5 days (240 min*5=1200 min)
- *All early release days are 3.5 hours (210 minutes) for PK3 PM = 5 days (210 min*5=1050 min)

Important Dates:

School Starts: Aug. 11

School Ends: June 9

Staff Development/Student Holiday

New Teacher Training - July 26-30, Aug. 2-3

All Staff Inservice - Aug. 4-6, Aug. 9-10

All Staff PD - Sept. 24, Nov. 12&29, Jan. 3-4,

Jan. 14, Mar. 4, Apr. 29, June 10

Student/Employee Holiday

Labor Day: September 6

Fair Day: October 11

Thanksgiving Break: Nov. 22-26

Winter Break: Dec. 20-31

Martin Luther King Jr. Day: Jan. 17

President's Day: Feb. 21

Spring Break: March 14-18

Spring Holiday: April 15, 18

Memorial Day: May 30

Summer Break: June 27-July 8

*Feb. 21 and Apr. 18 work days

for employees over 220 days

Staff Development/Student Holiday

Six Weeks Begins

Six Weeks Ends

Bad Weather Make-Up Days:

1st Day: May 27

2nd Day: March 11

Early Release Day

*PK3 AM and PK4 - 8th grades: 4 hour day

*PK3 PM:

will meet as usual

Special Events

Oct. 29 - Book Character Day

Dec. 17 - Winter Celebration

Feb. 11 - Valentine's Party

STAAR Testing Windows

April 5-15, May 5-20, June 21-24

Summer School

June 13-24, July 18-27

EDGAR CERTIFICATIONS

THESE PAGES MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL AT BID OPENING

TO WHOM IT MAY CONCERN:

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 TBP expends federal funds, TBP reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

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

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

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

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

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

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

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

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

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

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

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

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

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and 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 TBP, the vendor certifies that during the term of an award for all contracts by TBP resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

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

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

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

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

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

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

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

(J) Procurement of Recovered Materials – When federal funds are expended by TBP and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended TBP as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by TBP, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by TBP 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. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When TBP 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 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).

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

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

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

Vendor agrees that the TBP shall have access to any books, 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.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Vendor's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit 2 – Felony Conviction Notice

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

I, the undersigned agent of 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.

VENDOR’S NAME: _____

AUTHORIZED COMPANY OFFICIAL’S NAME: _____

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

Signature of Company Official

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

Signature of Company Official

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official

Exhibit 3 – Criminal History Review of Contracting Party Employees

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Trinity Basin Preparatory (“TBP”) retains the discretion to determine what constitutes direct contact with students.

For public works, a person does not have the opportunity for direct contact with students if:

- (1) the public work does not involve the construction, alteration, or repair of an instructional facility;
- (2) for a public work that involves construction of a new instructional facility, the person's duties related to the contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or
- (3) for a public work that involves an existing instructional facility:
 - (A) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
 - (B) the contracting entity adopts a policy prohibiting employees, including subcontracting entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

All contractors must work with TBP to comply with the requirements of Texas Education Code § 22.0834 and § 22.08341 prior to beginning services to TBP.

CRIMINAL HISTORY REVIEW OF CONTRACTING PARTY EMPLOYEES

Please complete the information below:

I, the undersigned agent for _____ (“Contracting Party”),
certify that [check one]:

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

Or

Some or all of the employees of Contracting Party or any subcontractors are “covered employees.” If this box is checked, I further certify that:

1. If Contracting Party receives information that a covered employee subsequently has a reported criminal history, Contracting Party will immediately remove the covered employee from contract duties and notify TBP in writing within three business days.
2. Upon request, Contracting Party will provide TBP with the name and any other requested information regarding covered employees so that TBP may obtain criminal history record information on the covered employees.
3. If TBP objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contracting Party agrees to discontinue using that covered employee to provide services to TBP.
4. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to TBP or having any direct contact with students.

I understand that non-compliance with this certification by Contracting Party may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Contracting Party Official

Date

Exhibit 4 – Debarment or Suspension Certificate

Trinity Basin Preparatory is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Contracting Party must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Contracting Party certifies that no suspension or debarment is in place, which would otherwise preclude Contracting Party or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Signature of Contracting Party Official

Date

Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support, and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application, and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:	SSN:
Name:	SSN:
Name:	SSN:
Name:	SSN:

Section 3

As required by Section 231.006, the undersigned certifies the following:

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

Contractor Authorized Representative Printed Name: _____ Title: _____

Contractor Authorized Representative Signature: _____ Date: _____

X