



P.O. Box 50 | Doss, Texas 78618 | OFFICE 830.669.2411 | FAX 830.669.2303

REQUEST FOR PROPOSALS RFP 2025-001

SAFETY AND SECURITY SERVICES

Issue Date: Monday, February 26, 2024

Deadline for Proposals: 2:00 p.m. on Monday, March 18, 2024

GENERAL INFORMATION

Doss Consolidated Common School District (DOSS CCSD) is a political subdivision of the State of Texas and a tax-exempt education organization that serves approximately twenty-five (25) students.

DOSS CCSD is requesting proposals from vendors to provide **Safety and Security Services** in the form of providing commissioned security officers, as defined by Occupations Code section 1702.002, at designated district facilities on an on-call, assignment-basis. All proposers must be security services contractors licensed under Occupations Code Chapter 1702.

Interested vendors must submit an original signed proposal in a sealed envelope labeled "RFP 2025-001 Safety and Security Services." Sealed proposals must be received no later than 2:00 p.m. on Monday, March 18, 2024, at P.O. Box 50, Doss, Texas, 78618. You may mail your proposal to that address or hand-deliver it to:

DOSS CCSD Administrative Office
11431 Ranch Road 648
Doss, Texas 78618

DOSS CCSD will not accept faxed or emailed proposals.

DOSS CCSD will reject as non-responsive any proposal that is not signed by an individual authorized to contractually bind the firm or individual submitting the proposal.

Please note that DOSS CCSD is subject to the Texas Public Information Act. Accordingly, proposals submitted in response to this RFP may be subject to release as public information. If DOSS CCSD receives a Public Information request for your proposal, then DOSS CCSD will comply with the Texas Public Information Act, including by notifying you of the request and of your opportunity to assert to the Texas Attorney General that part or all of your proposal is confidential information.

QUESTIONS, ADDENDUMS, AND ADDITIONAL INFORMATION

Please address any questions pertaining to the proposal procedure to Pam Seipp, Superintendent, at pseipp@doss.txed.net. Please address questions pertaining to the proposal specifications to pseipp@doss.txed.net. Questions related to specifications are due by 2:00 p.m. on Monday, March 11, 2024. DOSS CCSD will post answers to submitted questions on Friday, March 15, 2024, by 2:00 p.m. on www.dossccsd.org. Proposers must not attempt to contact any other DOSS CCSD employee, officer, trustee, or representative regarding this RFP.

DOSS CCSD may post addendums or other new information related to this RFP on the DOSS CCSD website. Missing an addendum could automatically disqualify you from the procurement process.

SELECTION PROCESS

DOSS CCSD is an equal opportunity employer/program and encourages Historically Underutilized Businesses to respond to this RFP.

All proposals submitted in response to this RFP must be effective for at least ninety (90) days following the deadline for the receipt of proposals.

DOSS CCSD representatives will open all responsive proposals at 11431 Ranch Road 648, Doss, TX 78618 following the deadline for receiving proposals. An evaluations committee will subsequently conduct reference checks, proposal tabulations, and negotiations with selected vendors. The evaluations committee will analyze each response to this RFP to determine overall responsiveness and completeness as defined in Section II: Scope of Work and in the instructions for submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may cause a proposal to be eliminated from further evaluation.

DOSS CCSD reserves the right to:

1. Accept or reject any and all proposals;
2. Request additional information from proposers, including clarification or verification of any aspect of a proposal;
3. Request post-proposal modifications, including best and final offers;
4. Accept the proposal(s) that DOSS CCSD determines to be most favorable to the district;
5. Extend the deadline for submission of proposals;
6. Reissue the RFP;
7. Waive any defect, irregularity, or informality in any proposal or bidding procedure;
8. Vary the provisions set forth herein at any time prior to the execution of a contract;
9. Negotiate the final terms of a non-exclusive contract with one or more of the qualified proposers responding to this RFP; and
10. Require the submission of any price, technical, or other revision to the proposal that results from such negotiations.

DOSS CCSD will use the evaluation criteria specified below to determine which of the responsive proposals provides the best quality for DOSS CCSD at the most economical cost. Recognizing that there are important considerations other than price, DOSS CCSD may not necessarily award to the lowest proposer.

Selection criteria pursuant to Texas Education Code §44.031:

- Price
- The reputation of the proposer and its services
- The proposer's past relationship with DOSS CCSD
- The extent to which the services meet DOSS CCSD's needs
- The total long-term cost to DOSS CCSD to acquire the proposer's services
- The quality of the proposer's services as judged from the Scope of Work statement and questionnaire
- The impact on DOSS CCSD to comply with laws and rules relating to Historically Underutilized Businesses
- Whether the proposer's principal place of business is in Texas or employs at least 500 persons in Texas

**SECTION I:
RESPONSE REQUIREMENTS**

1. **Certification by Proposer.** Complete the certification document included in this RFP and include it as the cover page on your proposal.
2. **Profile of the Proposer**
 - a. **Organization Chart.** Provide an organization chart (or functional equivalent) showing the persons in your organization who would provide service to DOSS CCSD, including each person's experience, qualifications, and the percentage of their time that would be dedicated to DOSS CCSD.
 - b. **Experience with DOSS CCSD.** Provide a list of previous work, if any, that your organization has performed for DOSS CCSD.
3. **Scope Section.** Provide a written statement describing the scope of services to be provided by your organization to DOSS CCSD based upon the information in Section II: Scope of Work.
4. **Questionnaire Response.** Provide your responses to the questionnaire included in this RFP.
5. **Pricing and Invoicing**
 - a. Provide your pricing information based on the requirements listed in Section II: Scope of Work, including any alternate pricing proposals. Include documentation identifying any fees associated with your proposal.
 - b. Describe your invoicing procedures.
6. **Addenda.** Attach completed copies of each of these forms to your proposal.
 - a. W-9 (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - b. Form CIQ: Conflict of Interest Questionnaire (available at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>)
 - c. Felony Conviction Notice (*included in this RFP*)
 - d. Non-Collusion Statement (*included in this RFP*)
 - e. Insurance certificates showing the minimum coverage amounts stated in Section III of this document.
 - f. Proposal Certification.

SECTION II: SCOPE OF WORK

II(A): STAFFING REQUIREMENTS

The selected vendor(s) will supply armed safety and security officer(s) daily at designated DOSS CCSD campus(es) and as needed for DOSS CCSD-related events, including but not limited to:

- Student School Days
- Special School Programs
- Other Events/Meetings, as Assigned

The service dates, times and number of officers requested shall be determined by DOSS CCSD's needs and the DOSS CCSD-related event taking place.

II(B): VENDOR EMPLOYEE/CONTRACTOR REQUIREMENTS

All armed security guards provided by the vendor(s) to work as assigned must:

1. Have completed school safety training provided by a qualified handgun instructor certified in school safety under Section 411.1901, Government Code.
2. Have completed the Level II certificate or Level III classroom training and firearms training through a licensed school with teaching provided by a licensed instructor in accordance with Texas Department of Public Safety rules and regulations.
3. Have or obtain a school-based law enforcement certificate.
4. Complete at least once in each four-year period an active shooter response training program approved by the Texas Commission on Law Enforcement.
5. Hold a commission as a security officer.
6. Complete the education and training program required by Section 1701.262, Occupations Code.
7. Meet all requirements of Texas Administrative Code, Title 37, Chapter 35: Private Security.
8. Be eligible to work in the United States.
9. Be at least twenty-one (21) years of age.
10. Complete a pre-employment Criminal History Review complying with the requirement of Texas Education Code section 22.0834, at vendor's sole expense.
11. Have no felony convictions and no convictions of any crimes involving the illegal use of weapons.
12. Be mentally competent.
13. Complete drug testing pre-employment, randomly, and immediately upon request by DOSS CCSD administration.
14. Be trained in Crisis Prevention Institute ("CPI"), cardiopulmonary resuscitation ("CPR"), first aid, use of an automated external defibrillator ("AED"), and bleeding control.
15. Have completed the Criminal History Records Information fingerprint-based background check through DOSS CCSD, at a cost to be reimbursed by the vendor.

II(B): EMPLOYEE/CONTRACTOR DUTIES

The duties for each armed security guard provided by vendor(s) to work as assigned shall include, but not necessarily be limited to:

1. Protecting the safety and welfare of any person in the security personnel's jurisdiction.
2. Protecting the property of the school district.
3. Participating in district and/or campus level training on emergency response protocols.
4. Performing routine patrols in and around the designated campus(es) and/or premises at which the DOSS CCSD-related event is taking place, as directed by DOSS CCSD.
5. Monitoring the exterior of the designed campus(es) and/or premise at which the DOSS CCSD-related event is taking place, and assisting staff with the arrival and departure of students, when applicable
6. Operating metal detectors and conduct searches and screening based on detector alerts, when applicable.
7. Monitoring the designated campus(es) and/or premise at which the DOSS CCSD-related event is taking place for unauthorized or suspicious vehicles and individuals.
8. Reporting criminal activity to the proper authorities.
9. Conducting safety sweeps around the premise as directed by DOSS CCSD.
10. Protecting DOSS CCSD property from theft, damage, arson, sabotage, vandalism, and other similar acts.
11. Providing written feedback regarding any safety or security issues to highest authority most appropriate, such as the campus principal, event designee or keeper of the designated campus(es) and/or premise at which the DOSS CCSD-related event is taking place
12. Maintaining reports, observations, and audits as directed by supervisors and DOSS CCSD administrators.
13. Communicating courteously with staff, students, parents, and DOSS CCSD visitors.
14. Communicating and coordinating with local law enforcement as needed.
15. Ensuring the designated campus(es) and/or premise at which the DOSS CCSD-related event is taking place is secured at the end of the day and/or event.

Security personnel are expressly prohibited from any duties involving routine student discipline or school administrative tasks. Security personnel are also expressly prohibited from having contact with students unrelated to the security personnel's law enforcement duties, other than informal contact with students, such as greetings.

II(C): VENDOR REQUIREMENTS RELATED TO ITS EMPLOYEES/CONTRACTORS

1. Vendor must employ personnel with adequate training and experience in sufficient numbers to provide the services. It will be vendor's sole responsibility to prevent "no shows" or other lack of coverage.
2. Vendor must designate a field supervisor to oversee its employees/contractors and ensure coverage.
3. Vendor is responsible for scheduling its employees/contractors, recording their hours worked, and paying their salaries and benefits.
4. Vendor must maintain direct supervision of its employees/contractors and require them to adhere to all DOSS CCSD and campus regulations and policies, including but not limited

- to policies regarding uniforms and identification cards, personal behavior, interaction with students, parking, smoking or use of e-cigarettes, drinking, and the use of drugs.
5. Vendor must provide all on-site employees/contractors with training as required to fulfill all requirements of current and future local, state, and Federal law related to contracted security personnel working on school campuses.
 6. Vendor must provide all on-site employees/contractors with uniforms bearing the vendor's name and/or logo clearly visible on the front and back, along with any required safety gear.
 7. Vendor must remove from further service at DOSS CCSD any personnel whom DOSS CCSD administration, in its sole discretion, finds unfit for continued service at DOSS CCSD.
 8. Each employee or contractor must work no more than eight (8) hours in one day and no more than forty (40) hours in one week unless explicitly approved by DOSS CCSD administration.
 9. On-site employees/contractors will utilize a school-issued radio to communicate with school officials. Vendor must also ensure that each employee/contractor has a cell phone to contact the vendor and/or emergency services as necessary.
 10. Vendor must assure that each of its employees/contractors carries a handgun on school premises in accordance with the written regulations of DOSS CCSD promulgated under Section 46.03(a)(1)(A), Penal Code.

SECTION III: CONTRACTUAL REQUIREMENTS

DOSS CCSD is under no obligation to execute a contract resulting from this RFP. The materials provided herein are provided only as a means of identifying and considering various contractor alternatives and the costs of services.

If DOSS CCSD executes a contract resulting from this RFP, then **the initial term shall be one (1) year with the option to renew for up to four (4) additional one-year terms, and subject to the continued appropriation of funding by DOSS CCSD's Board of Trustees.**

A proposal submitted to DOSS CCSD in response to this RFP is an offer to contract with DOSS CCSD based on the terms, conditions, and specifications contained in this document. Proposer agrees that any contract resulting from this RFP shall include, in addition to terms defining the scope of work and pricing, the following requirements:

1. Contractor shall file a Form 1295 Certificate of Interested Parties electronically with the Texas Ethics Commission at the time the contractor submits the signed contract.
2. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"). For the entire duration of the Agreement, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. When required or requested by DOSS CCSD, Contractor shall furnish DOSS CCSD with satisfactory proof of Contractor's compliance with this provision.

3. When federal funds are expended by DOSS CCSD pursuant to the Agreement, Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
4. Contractor acknowledges that DOSS CCSD is a tax-exempt independent school district and political subdivision of the State of Texas.
5. Contractor and all subcontractor(s) of Contractor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Contractor and all subcontractors of Contractor. Contractor shall require all subcontractors to hold DOSS CCSD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Contractor.
6. Contractor will be required to maintain insurance coverage in at least the below stated amounts throughout the duration of the contract. Contractor shall provide to DOSS CCSD certificates verifying the coverage and naming DOSS CCSD as an additional insured.
 - a. Commercial General Liability Insurance. \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. Worker's Compensation and Employer's Liability Insurance: \$1,000,000.
 - c. Commercial Automobile Liability Insurance: \$1,000,000.
 - d. Law Enforcement Liability Insurance: \$1,000,000.
7. Contractor may not assign the agreement or any of its rights, duties, or obligations without prior written approval of DOSS CCSD.
8. The contract will be governed by the laws of the State of Texas, without regard to its provisions on conflicts of laws, and exclusive jurisdiction for any dispute under the contract shall be in Gillespie County, Texas.
9. **CONTRACTOR SHALL INDEMNIFY AND HOLD DOSS CCSD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM CONTRACTOR IS REQUIRED TO DELIVER.**
10. Contractor shall submit invoices to DOSS CCSD in a timely manner during the fiscal year in which Contractor provided services. Payments of undisputed amounts will be due to Contractor within thirty (30) days after the date DOSS CCSD receives the invoice. DOSS CCSD will pay interest and/or late fees only to the extent allowed under the Texas Prompt Payment Act.
11. Notwithstanding any other provision of the Agreement or obligation imposed on DOSS CCSD by the Agreement, DOSS CCSD shall have the right to terminate the Agreement without fault or liability to Contractor resulting from such termination, effective as of the expiration of each budget period of DOSS CCSD if it is determined by DOSS CCSD, in its sole discretion, that there are insufficient funds to extend the Agreement. The parties agree that the Agreement will be a commitment of DOSS CCSD's current revenue only.

12. DOSS CCSD shall have the right to terminate the Agreement for any reason upon ninety (90) days written notice to Contractor.
13. If either DOSS CCSD or Contractor (individually, a “Party”) is delayed at any time in the performance of its obligations hereunder by pandemic, economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party’s control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

CERTIFICATION BY PROPOSER

| | |
|----------------------------------|--|
| Official Name of Proposer | |
| DBA, if applicable | |
| Texas Taxpayer Number | |
| Mailing Address | |
| Phone Number | |
| Fax Number | |
| Website | |
| Email Address | |

I hereby certify that:

- 1. The information contained in this proposal is true and correct.**
- 2. I am an authorized representative of the proposer.**
- 3. The proposer is a security services contractors licensed under Occupations Code Chapter 1702.**
- 4. This proposal is valid for at least ninety (90) days following the closing date of the Request for Proposals.**
- 5. This proposal has been independently arrived at without collusion with any other proposer.**
- 6. The proposer has not knowingly disclosed and will not knowingly disclose the contents of this proposal to any other party prior to the opening of proposals.**
- 7. The proposer has not attempted and will not attempt to induce any other person or business entity to submit or not submit a proposal in response to this RFP.**

Vendor Authorized Representative (Print Name)

Vendor Authorized Representative (Signature)

Date _____

Title

QUESTIONNAIRE

1. Number of years in business: _____
2. Number of employees: _____
3. Location of the principal place of business: _____
4. Has the proposer had litigation or claims filed against it within the past three (3) years? If yes, please provide details.
5. Is the proposer currently for sale or involved in any potential transaction to expand or be acquired by another business entity? If yes, please provide details.
6. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any DOSS CCSD employee, official, or trustee? If yes, please provide details.
7. Is the proposer currently certified as a Historically Underutilized Business (HUB) by the Texas Building and Procurement Commission, or certified as a woman, minority or small business under any U.S. Government agency? If yes, please attach a copy of the HUB certification or other proof of such certification.
8. Describe the proposer's experience providing services to public schools, including the type of services provided, duration of services and customer experience during these services.
9. Describe the proposer's approach to quality control, record keeping, and regulatory compliance.
10. Describe training provided to the proposer's employees and/or contractors.
11. Describe your screening procedures (background checks, etc.) on potential employees and contractors.

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 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 contact.

_____ The business entity submitting this proposal is not owned or operated by anyone who has been convicted of a felony.

_____ The business entity submitting this proposal is owned or operated by the following individual(s) who has/have been convicted of a felony. **I have attached a statement including the name of the felon(s) and the details of the conviction(s).**

_____ The business entity submitting this proposal is a publicly owned, stock-exchange Corporation; therefore, this reporting requirement is not required.

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

Business Entity Name _____

Authorized Agent (Signature) _____

Authorized Agent (Printed Name) _____

Authorized Agent (Title) _____

Date _____

NON-COLLUSION STATEMENT

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the manager, secretary or other agent or officer of the principal of the Bidder or Proposer ("Bidder") in the matter of the bids or proposals to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to propose or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/proposal.

Affiant _____
Printed Name _____
Title _____
Company _____

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2024.

Notary Public, State of Texas

PROPOSAL CERTIFICATION

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE SUBMISSION.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE PROPOSER MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT DOSS CCSD'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

BY SIGNATURE HEREON:

1. Proposer (also referred to as "Respondent" acknowledges and agrees that (1) this RFP is a solicitation and is not a contract or an offer to contract; (2) the submission by Proposer in response to this RFP will not create a contract between the DOSS CCSD and Respondent; (3) the DOSS CCSD has made no representation or warranty, written or oral, that one or more contracts with the DOSS CCSD will be awarded under this RFP; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
2. Proposer agrees to furnish to the DOSS CCSD the services described in its proposal, and to comply with all terms, conditions and requirements set forth in the RFP and documents contained herein.
3. Proposer affirms that Proposer has not given, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
4. A corporate Proposer certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Proposer is exempt from the payment of such taxes, or that the corporate Proposer is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
5. Proposer certifies that neither the Proposer nor the firm, corporation, partnership or DOSS CCSD represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
6. Proposer represents and warrants that:
 - a. Proposer is a reputable company regularly engaged in providing contractor services

necessary to meet the terms, conditions and requirements of the RFP.

- b. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP.
 - c. Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - d. Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - e. Respondent, if selected by the DOSS CCSD, will maintain insurance and bonds as required by the construction agreement.
 - f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that the DOSS CCSD will rely on such statements, information and representations in selecting the successful Respondent. If selected by the DOSS CCSD as the successful Respondent, Proposer will notify the DOSS CCSD immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - g. Under Section 231.006, Texas 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 may be withheld if this certification is inaccurate.
 - h. Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
7. Proposer certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's submission.
 8. Proposer certifies that if a Texas address is shown as the address of the Respondent, Proposer qualifies as a Texas Resident Proposer as defined in Rule 1 Tex. Admin. Code 111.2.
 9. Proposer certifies that no relationship, whether as relative, business associate, by capital funding agreement or any other similar relationship exists between Proposer and a trustee or administrator of the DOSS CCSD, and Proposer has not been an employee of the DOSS CCSD within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the DOSS CCSD entering into any contract with Respondent.
 10. Proposer affirms that no compensation has been received for participation in the preparation

of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).

11. Proposer represents and warrants that Proposer will comply with the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
12. Proposer certifies that Proposer will comply with all applicable federal laws and regulations pertaining to Equal Employment Opportunities.
13. Proposer certifies it's understanding that, should Proposer be selected for the Project: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Specifically: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this procurement and resulting contract and the Offeror agrees that any resulting contract can be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the Project is One Million Dollars (\$1,000,000.00) or more, the Offeror agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the DOSS CCSD for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the DOSS CCSD; and (3) on completion of the contract, either: (a) provide at no cost to the DOSS CCSD all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the DOSS CCSD.
14. Proposer certifies its understanding that, pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at \$100,000 or more and if the Offeror has at least ten (10) full time employees, then the Offeror, by its execution of any resulting agreement with DOSS CCSD, represents and warrants to the DOSS CCSD that the Offeror does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.
15. By signing, the Proposer certifies as follows: Under Section 231.006 of the Texas Family Code, the Offeror certifies that the individual or business entity named is not ineligible to receive the specified payments and acknowledges that any resulting agreement may be terminated and payment withheld in this certification is inaccurate.
16. Proposer verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any contract with DOSS CCSD.
17. Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at \$100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the DOSS CCSD that the Offeror 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.

18. Pursuant to Texas Government Code Chapter 2274, if the contract is valued at \$100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the DOSS CCSD that the Offeror 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.
19. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with DOSS CCSD, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
20. By submitting a response to this RFP, Proposer agrees to waive any and all claims it has or may have against the school district and its trustees, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.
21. By submitting a proposal, it is agreed that such proposal shall be valid and not withdrawn for a period of ninety (90) days from the date of opening.
22. Proposer understands and agrees that issuance of this RFP does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this request.
23. The District reserves the right to waive any formality and to reject any or all proposals.

The Proposer must complete, sign and return this Execution of Offer as part of their Proposal. Failure to sign and return this form will subject the Proposal to rejection by the DOSS CCSD.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

**(AUTHORIZED
SIGNATURE)(DATE)**