

Era ISD

Request For Proposal

CUSTODIAL SERVICES

2022-2023

Instructions to Contractors

General Comments

This document and all appendices are considered part of the required specifications to the ERA ISD – “Request for Custodial Services Contract.”

Era ISD reserves the right to modify any part of the document at its discretion.

Era ISD reserves the right to reject any and all proposals.

The “Contractor” shall furnish all: supervision, cleaning personnel, equipment, supplies, tools, and other materials as required for custodial services for Era ISD.

Pre-Proposal Conference School Walk

Mandatory Pre- Proposal Conference School Walk will be:

Friday, April 22, 2022, 9:00 a.m.
Era ISD Administration Office, 108 Hargrove Street, Era, Texas

Submission Requirements

One (1) original and two (2) copies of the proposal will be due on
May 9, 2022 by 2:00 pm

Sealed Proposals should be delivered by the required date and time to:

Era ISD
Era ISD Administration Building 108 Hargrove Street Era, Texas 76238

Emailed and/or faxed proposals will **not** be accepted. Late proposals will be disqualified.

Start Date/Contract Term

The successful Contractor will begin service on July 1, 2022. Contract will be for three (3) years and renewable for up to 2 (1) year extensions, each year a one-year extension. Notice of intent to extend will be given at least 60 days in advance of the expiration of the initial contract period.

Extensions will be made based upon the recommendations of the authorized representatives of Era ISD and the Contractor. Final approval for any extensions shall be made by Era ISD. In case of extensions, the cost per month which was submitted in the Contractor's proposal may be increased or decreased.

During extensions this cost figure may be changed in accordance with any change with may have occurred in the United States Consumer Price Index (CPI) over the preceding twelve months effective 45 days prior to the termination of the contract period in question.

Termination/Cancellation

In the event that Contractor is non-compliant with any portion of the contract, Era ISD will give Contractor 30-day written notice to comply. If compliance is unsatisfactory after 30 days, then final written notice may be given to terminate contract 30 days thereafter. If contract is not to be renewed, Era ISD will give contractor 60-day written notice.

Payments

After approval, the invoice will be forwarded for payment. Payment will be made monthly on a net 30 schedule.

Firm Offer

Each vendor must agree in advance, in written form, to submit a proposal with costs figures which will be in effect for at least sixty (60) calendar days after the opening date of the proposals.

A written award or contract furnished to the successful proposer, within the time for acceptance specified in the proposal, shall be deemed to result in binding contract without further action by either party.

Contract Award

The selection of a Contractor is planned to be finalized and announced by May 17, 2022. This decision will be the one that Era ISD determines to be in its best interest, most responsive to its needs, and offers the greatest benefit for the proposed cost. Please see **Appendix II** for Evaluation Criteria.

Addenda

Any "Addenda" or "Instructions to Contractors" issued by the Era ISD prior to the time for receiving bids, shall be covered in the proposal. In closing, the "Addenda" shall become a part thereof.

Proposal Format

Proposals must be submitted in the form outlined here. The materials submitted must be in sequence and related to the Request for Proposal. Era ISD will make no reimbursement for the cost of developing or presenting proposals in response to the request.

A. Company Profile

History of company, year founded, philosophy or mission statement, description of types and number of accounts served, number of employees, ownership of company and business classification (corporation, partnership, sole proprietorship).

B. Qualifications

1. Each vendor shall submit evidence of qualifications which would influence the ability to satisfactorily perform the housekeeping services defined elsewhere in this document (see evaluation criteria for additional pertinent details). Vendor must have been in cleaning business for a minimum of ten (10) years.
2. Vendor must submit, along with contact name and phone number, at least five (5) K-12 grade level school accounts serviced by the vendor for at least five (5) years that are similar in size, type, and quality of cleaning to this proposal. Era ISD reserves the right to contact these businesses, institutions, etc. and requests that contact information be included for each account. Failure to comply will result in rejection of proposal.
3. Provide Certificate of Liability Insurance that meets the requirements outlined in these Instructions to Contractors.

C. Staffing Plan and Policies

1. Outline number of proposed day and evening cleaning hours
2. Explain staffing and management plan for campuses
3. Provide organizational chart for Era ISD site
4. Provide sample experience for key corporate and site employees, including Contract Manager

D. Operations Plan and Policies

1. Explain quality control procedures
2. Explain emergency cleaning procedures
3. Include training plans and procedures that will be implemented at ERA ISD
4. Explain security plans and procedures.
5. Provide description of uniforms to be worn by contract personnel.

E. Pricing

1. Please show pricing on an annual, monthly and per square foot basis.
2. List hourly rates for emergency situations and work not included in the original contract price

Soap and Paper Products

Contractor will furnish all paper towels, soap, and toilet paper for restrooms and classrooms.

Window Cleaning

Contractor will be responsible for cleaning exterior windows and high (above arm's reach) interior windows on an annual basis. Annual price provided should include all window cleaning.

Level of Cleanliness

It will be the responsibility of the vendor to provide housekeeping services for the individual locations in keeping with high standards for an educational institution from the perspectives of sanitation, public relations and protection of the physical facility. Therefore, the intent of this proposal request is to approach this matter from a level of cleanliness concept, and detailed cleaning specifications are outlined in **Appendix I**.

Space

To the extent possible, detailed square feet has been furnished to the Contractor in **Appendix III**. However, through actual measurements, use of existing drawings and/or other means, it shall be the responsibility of the vendor to verify measurements as deemed applicable for the submission of a proposal.

Insurance

The Contractor shall provide at all times during the contract period the following insurance coverage:

Commercial General Liability Insurance with limits of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage per occurrence, including Contractual Liability coverage

The bidder shall furnish ERA ISD certificates of insurance within twenty-one (21) working days after acceptance of a contract

ERA ISD System must have ten (10) days' notice of cancellation or change in insurance coverage and give its approval.

Personnel

The Contractor is required to run criminal history background checks on all employees who work at Era ISD locations and insure hiring practices are in compliance with statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other state and federal legal hiring requirements. This is at the expense of the contractor.

No employee who has a felony police record may be assigned duties under this contract. Contractor shall be responsible for the submission of police clearance records for each employee within 24 hours upon request

Only personnel who have been thoroughly trained in custodial cleaning methods, who can communicate effectively with District personnel, shall be assigned duties under this contract.

No part of this contract may be **subcontracted** to any other service provider without the express consent of Era ISD.

All personnel shall be dressed in uniform in a manner authorized by the Contractor and approved by Era ISD. All personnel shall be neat and clean in appearance. Uniforms and ERA ISD picture identification badges shall be worn at all times to identify the custodial worker as a member of the Contractor's work force.

Contractor will pay at least the minimum wage rate. Contractor will pay all taxes pertaining to their employees as required by law.

Any employee whose work habits and/or conduct is deemed objectionable shall be removed from the work force upon request of the authorized Era ISD representative.

Office Space, Storage Space and Utilities

Era ISD will provide a small office space, limited storage space, and utilities for contractor's on-site operations.

Safety

The Contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions outlined by OSHA for the employees, the District's students and staff

Security

The Contractor shall be responsible for training employees in security requirements of Era ISD and shall be responsible for the enforcement of the same.

1. The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Era ISD property, materials, equipment and accessories which might be exposed to the Contractor's personnel.
2. Guns, knives or other dangerous weapons shall not be allowed on campus.
3. Alcohol and drugs are prohibited on the campus.
4. Keys should be properly handled to maintain property security and safety. Additionally, Contractor shall be fully responsible for the replacement of any lost keys.
5. Night employees shall be responsible for locking and the security of the buildings.

Supervision

All supervision as required for the execution of those contractual responsibilities assumed by the Contractor shall be done by the Contractor or his/her designated representative.

Damage

Contractor shall be responsible for the repair/replacement, to the satisfaction of the Era ISD representative, of any damage to the facility caused by the Contractor's employees.

Equipment and Supplies/Materials

The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the Contractor's responsibility.

Era ISD will provide locked storage spaces, but it shall not be responsible for losses, which may be incurred due to theft and/or vandalism.

All equipment shall be maintained properly, and kept in clean working condition. A listing of all chemicals and equipment which will be used by the successful contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after duly authorized.

All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets (MSDS) will be maintained on each job site for all chemicals used in the cleaning processes.

Emergencies

All emergency conditions shall be promptly reported to the district's authorized representative.

Contract Manager

An On-Site Manager shall be appointed within thirty (30) days after receipt of contract. This person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes, etc. This individual must be dedicated solely to Era ISD and shall be the main contact person for routine daily matters.

Scheduling Housekeeping

The majority of housekeeping shall be done after school hours to pose a minimum disruption to normal school functions. See **Appendix I** for a detailed cleaning specification listing.

APPENDIX I
Era ISD
Cleaning Specifications

CLASSROOMS

Daily (Five Days per Week)

- Empty wastebaskets and replace liners
- Spot clean all windows
- Clean and sanitize counters and sinks
- Dust mop, with chemically treated dust mop, all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum all carpet
- Spot clean carpet
- Vacuum walk-off mats
- Clean chalkboards/marker boards and trays with correct cleaner
- Spot clean desktops

Weekly

- Low dust all horizontal surfaces to hand height (70")
- High dust above hand height including sills, moldings, ledges, shelves, frames, ducts and heating outlets
- Damp clean baseboards
- Damp clean window ledges
- Wet mop (at least twice weekly) while school is in process or at night cleaning
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings
- Keep inventory of supplies and order as needed (toilet paper, soaps, cleaners, etc.)

Monthly

- High dust above hand height horizontal surfaces, moldings, pipes, ducts, heating outlets, and return air grills
- Remove dust and cobwebs from ceiling areas and lights
- Buff composition floors
- Dust blinds

Semi-Annually

- Glass Doors at building entrances (both sides) summer and Christmas

Annually (Summer)

- Wash all windows and glass partitions (both sides)
- Refinish all composition floors
- Strip and refinish/wax all tiles floors
- Clean carpeting
- Clean entire surfaces of student's desks and chairs

OFFICES

Daily (Five Days per Week)

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, and tables
- Dust interior window ledges
- Dust telephones
- Spot clean all window glass and glass partitions to hand height
- Spot clean desk tops
- Dust mop, with chemically treated dust mop, all composition floors
- Spot mop composition floors with all-purpose cleaners
- Vacuum carpet
- Spot clean carpet
- Vacuum walk-off mats

Weekly

- Low dust horizontal surfaces to hand height (70")
- Damp clean baseboards
- Damp clean window ledges
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings
- Wet mop and spray buff composition floors
- Keep inventory of supplies and order as needed (toilet paper, soaps, cleaners, etc.)

Monthly

- High dust above hand height (70") horizontal surfaces, including ceilings, shelves, moldings, ledges, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas
- Dust Venetian blinds

Semi-Annually

- Glass Doors at building entrances (both sides) summer and Christmas

Annually (Summer)

- Wash all windows and glass partitions (both sides)
- Shampoo and clean all carpet
- Clean entire surfaces of desks and chairs
- Mop and refinish/wax all tile

LOUNGE

Daily (Five Days per Week)

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, and tables
- Dust interior window ledges
- Dust telephones
- Spot clean all window glass and glass partitions to hand height
- Damp clean counter tops
- Damp clean vending machines
- Dust mop with chemically treated dust mop all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet
- Vacuum walk-off mats

Weekly

- Low dust all horizontal surfaces to hand height (70")
- Damp clean baseboards
- Clean fingerprints from doors, frames, light switches, kick plates, handles, and railings
- Mop and clean then spray buff all composition floors
- Keep inventory of supplies and order as needed (toilet paper, soaps, cleaners, etc.)

Monthly (To be performed the last Friday of each month)

- High dust above hand height (70") all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas

Annually (Summer)

- Refinish all composition floors
- Strip and refinish/wax all tile floors
- Damp clean all washable furniture
- Clean all carpet

LIBRARY

Daily (Five Days per Week)

- Empty wastebaskets
- Dust furniture, including desks, chairs, and tables
- Dust interior window ledges
- Spot clean all window glass and glass partitions to hand height
- Spot clean desk tops
- Dust mop, with chemically treated dust mop, all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum all carpet
- Spot clean carpet
- Vacuum walk-off mats

Weekly

- Replace all plastic liners in waste receptacles
- Low dust horizontal surfaces to hand height (70")
- Dust all bookshelves (books to remain in place)
- Damp clean baseboards
- Damp clean window ledges
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Keep inventory of supplies and order as needed (toilet paper, soaps, cleaners, etc.)

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas

Annually (Summer)

- Clean/shampoo all carpet

COMMONS AREAS

Daily (Five Days per Week)

- Spot clean glass partitions and doors
- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop composition floors with chemically treated dust mop
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet
- Vacuum walk-off mats
- Clean under entrance mats daily, inside and out (return mats to correct location)
- Clean the area 10 feet around the building outside

Two Times Weekly

- Cleaned by a floor scrubber then spray buff all composition floors

Weekly

- Damp clean baseboards
- Damp clean window ledges
- Dust locker tops
- Keep inventory of supplies and order as needed (toilet paper, soaps, cleaners, etc.)

Monthly (To be performed the last Friday of each month)

- High dust above hand height (70") all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas

Semi-Annually (Christmas, Summer)

- Refinish all composition floors
- Clean/shampoo all carpet
- Clean lobby windows

RESTROOMS/DRESSING ROOMS

Daily

- Check restrooms throughout the school day
- Empty wastebaskets and replace liners
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, and hand basins
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Dust metal partitions
- Remove spots, marks, stains, and splashes from wall areas
- Spot clean metal partitions
- Sweep floors
- Damp mop floors with germicidal disinfectant
- Re-supply expendable restroom dispensers (from customer supply)
- Remove fingerprints from doors, frames, light switches, kick plates, plush plates, handles, railings, etc.
- Sweep and vacuum walk-off mats daily and return to entry of origination

Weekly

- Low dust horizontal surfaces to hand height (70")
- Damp clean baseboards
- Use Kaivac or similar system on floors and walls
- Keep inventory of supplies and order as needed (toilet paper, soaps, cleaners, etc.)

Monthly

- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas
- Wash and sanitize metal partitions using a Kaivac or similar system
- Machine scrub floors with germicidal disinfectant

FOOTBALL and SOFTBALL FIELD RESTROOMS

Scheduled Events

- Empty wastebaskets and replace liners
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, and hand basins
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Dust metal partitions
- Remove spots, marks, stains, and splashes from wall areas
- Spot clean metal partitions
- Sweep floors
- Damp mop floors with germicidal disinfectant
- Re-supply expendable restroom dispensers (from customer supply)
- Remove fingerprints from doors, frames, light switches, kick plates, plush plates, handles, railings, etc.

FOOTBALL FIELD AREA

Scheduled Events

- Clean area around field and bleachers
- Clean press box and pull trash after events

MULTI-PURPOSE/GYMNASIUM

Daily (Five Days per Week)

- Empty trash cans including after school
- Replace all plastic can liners
- Clean well around trash cans
- Dust mop/sweep floors
- Damp mop floors
- Vacuum walk off mats
- Clean water fountains
- Spray buff composition floors (two times weekly)

Weekly

- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Low dust all horizontal surfaces to hand height
- Damp clean baseboards and window ledges
- Keep inventory of supplies and order as needed (toilet paper, soaps, cleaners, etc.)

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc.

Annually (Christmas Holidays)

- Scrub and refinish composition floors
- Clean windows

Annually (Summer)

Strip and refinish composition floors

Clean windows

Clean and sanitize all tables and chairs

CAFETERIA

Daily (Five Days Per Week)

- Empty trash cans
- Replace all plastic can liners
- Clean well around trash cans
- Dust mop/sweep floors
- Damp mop floors
- Vacuum walk off mats
- Clean water fountains
- Spray buff composition floors (two times weekly)

Weekly

- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Low dust all horizontal surfaces to hand height
- Damp clean baseboards and window ledges
- Keep inventory of supplies and order as needed (toilet paper, soaps, cleaners, etc.)

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc.

Annually (Christmas)

- Scrub and refinish composition floors
- Clean windows

Annually (Summer)

- Strip and refinish composition floors
- Strip and refinish/wax all tile floors
- Clean windows
- Clean and sanitize all tables and chairs

**APPENDIX II
Evaluation Criteria**

Criteria Points

1. Qualifications	
a. Experience	10
b. Financial Stability	10
2. Experience with District and like sized organizations	15
3. Supplies Proposed for General Cleaning	5
4. School Contract Longevity	10
5. Training Programs	10
6. Recruitment Program	5
7. Personnel Handbook	5
8. Quality Control Program	5
9. Submitted Proposal Identical to "Request for Proposal"	5
10. Price- Value	20

TOTAL	100
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APPENDIX III
Buildings to be Cleaned and Square Footages
(provided by Era ISD at pre-proposal conference)

Building	Current Square Footage 2021-2022
All Buildings	88,000

APPENDIX IV

AFFIDAVIT OF NON COLLUSION

The undersigned certifies that the bid/proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid/proposal is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on the day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ Hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared the bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone Number _____

Fax Number _____

Signature _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20____.

Notary Public in and for the State of _____

Company Name _____

APPENDIX V

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No.1, 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 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 for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME _____

(PRINTED)

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

APPENDIX VI

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal Entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurements of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate this proposer:

- Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§ .36).

VENDOR NAME: _____

VENDOR ADDRESS: _____

VENDOR TELEPHONE: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____
(Printed)

SIGNATURE OF COMPANY OFFICIAL: _____

DATE: _____

APPENDIX VII

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

- (2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- (3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident's bidder is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature _____

Print Name _____

I certify that _____ is a
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

(City and State)

Signature _____

Print Name _____

APPENDIX VIII

ACKNOWLEDGEMENT FORM

Having carefully examined the Terms and Conditions and Specifications, the undersigned Proposer's Agent hereby proposes and agrees to furnish the proposed product(s)/services(s) in strict compliance with the specifications as quoted.

The Proposer affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over the other proposers in the award of this proposal.

Date: _____

Company Name: _____

President/Designee: _____

Position: _____

I have read and understand the terms and conditions herein and will abide by them.

President/Designee (Signature)

Company Name (Please Print)

Date

APPENDIX IX

DEVIATION/COMPLAINE SIGNATURE FORM

COMPANY NAME

ADDRESS CITY STATE

PHONE NUMBER FAX NUMBER

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in the bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

- No Deviation
- Yes Deviation

If yes is checked, please list below.

APPENDIX X

NO BID NOTIFICATION

VENDOR NAME _____ AGENT'S NAME _____
ADDRESS _____ BID NUMBER _____
_____ DESCRIPTION _____

The Era Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

- Do not supply the requested product
- Quantities offered are too small or too large to be supplied by my company.
(circle one of the underlined)
- Specifications are "too tight" or written around a particular product.
(Please elaborate) _____

- Cannot bid against manufacturer or jobber on this item.
(circle one of the underlined)
- Time frame for bidding was too short for my organization.
- Not awarded a contract by EISD when you felt you were low bidder.
- Other: _____

Please indicate your choice for remaining on EISD's bid list.

I wish to remain on bid list.

I do not wish to remain on bid list.

Vendor's Signature

Date