



Greenville Independent School District

Request for Qualifications #23-001

External Board Legal Services

Issued by:

Greenville Independent
School District

Closing:

2:00 p.m.
March 6, 2023

Buyer _____

Email _____

1 Header Information**1.1 General Information**

First Advertisement Date/Issue Date	February 07, 2023	
Second Advertisement Date	February 18, 2023	
Questions Deadline	February 24, 2023	5:00 p.m. CST
Questions Response from the District	March 01, 2023	5:00 p.m. CST
Solicitation Due	March 06, 2023	2:00 p.m. CST
Anticipated Evaluation & Selection	March 08, 2023	TBD
Anticipated Approval/Award	March 21, 2023	TBD

1.2 Terms

Initial Term: **1**
Renewal 1: **1**
Renewal 2: **0**

Any contract that results from this solicitation and upon Mutual Agreement of the awarded vendor and the district, may be extended not to exceed a total of 2 years(s). If either party intends not to renew the Contract, that party must give written notice to the other party no fewer than ninety (90) days prior to the expiration of the then current term of the Contract. If the District fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate

1.3 Requirements**SCOPE AND SPECIFICATIONS OF THE PROPOSAL**

The Greenville Independent School District (Greenville ISD or District) is soliciting offers for the goods and/or services specified in this document.

1. Questions concerning this solicitation document should be addressed, in writing, to Sharon Boothe at boothes@greenvilleisd.com.
2. Questions must be submitted by the deadline to allow sufficient time for responses prior to receipt/opening date/time
3. Responses to questions other than administrative questions will be provided to all potential offerors by means of an addendum to the solicitation

SCOPE OF WORK

Greenville Independent School District ("the District") through its Purchasing Department is soliciting vendor proposals and qualifications for External Legal Services.

This is a request for qualifications.

All vendors are encouraged to participate even if vendors are the sole source providers of a product.

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

PROPOSAL SPECIFICATIONS

Statement of Work

1.1 Greenville ISD is accepting responses to the Request for Qualifications for qualified law offices/firms to serve as external legal counsel on an as-needed basis. Law offices/firms are needed to provide legal services for matters related to bonds, employment matters/employment litigation, elections, e-rate, general litigation, immigration law, intellectual property, investigations, minority and women-owned business program, open government issues (Open Meetings Act and Texas Public Information Act), real estate/construction law, special education and section 504, special counsel to Board of Trustees, and other legal services that may be required. As requested, selected counsel will provide in-service training on legal matters for the purpose of keeping administrators, Board members, and internal legal staff informed of the latest changes in the laws and prevent errors in the application of the law.

1.2 The Office of Legal Services (Legal Services) provides in-house legal counsel to the GISD Board of Trustees on various legal issues in school law relating to local, state, and federal laws, rules, and regulations, as well as District policy and administrative procedures. Legal Services represents the Greenville ISD in judicial and administrative proceedings and monitors the legal services contracted with external law firms. Except for legal services performed by the Board's counsel at the Board President's requests under Board Policy BDD (Local), assignments to external counsel will be made by Legal Services.

CATEGORY OF PROPOSED LEGAL SERVICE

1.2.1. Bond Counsel

Selected counsel will assist the Board of Trustees regarding bond elections and will plan and assist with bond-related activities, including the structuring, sale, or refunding of bonds and review of official statements. The services will include, but not be limited to, the following: act as issuers disclosure counsel; assist in the preparation of required documentation that relate to the debt obligations, financing documents, legal authority, bond counsel opinion and tax exemption; prepare and review all debt obligation documents necessary or appropriate for the authorization, issuance, sale and delivery of debt obligations; prepare, review and comment on documents necessary or appropriate to the authorization, issuance, sale and delivery of the bond(s); provide advice and assist the District in obtaining governmental approvals, rulings, permissions, and exemptions necessary or appropriate to the issue; provide guidance in structuring with respect to taxable/tax exempt status of interest paid on bonds; advise on legal use of bond proceeds and the legal investment thereof; advise on matters relating to compliance with federal regulations or state laws as they may arise in the context of debt obligations; work with the District's financial advisor(s), underwriter(s), attorney(s), credit enhancer(s), staff and legal counsel for the underwriter(s), as applicable in structuring and issuing debt obligations; attend District's Board meetings and work sessions as necessary when debt obligations are on the agenda and the Board desires the advice of Bond Counsel; prepare necessary election proceedings for debt obligations or pursue validation proceedings and advise on matters related thereto (e.g. election code, voter education materials, publication requirements, etc.); and advise district on matters relating to taxation, including the IRS tax rate and tax ratification elections.

1.2.2. Construction Law / Real Estate Law

Selected counsel will provide legal advice in drafting and negotiating construction and real estate contracts and provide legal representation in contested construction and/or real estate-related litigation. Selected counsel will provide, as needed, legal counsel on construction bond issues. Selected counsel will also provide legal advice on eminent domain transactions.

1.2.3. Elections

Selected counsel will advise GISD Board of Trustees regarding all matters concerning Board of Trustee elections, including but not limited to, general, special, bond, home rule, and tax ratification, and preparing all

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

necessary documents to be prepared and/or filed during the Board member election process.

1.2.4. Employment Matters/ Employment Litigation

Selected counsel will provide legal advice on all facets of labor and employment law and represent Greenville ISD in contested and non-contested matters. Counsel will represent Greenville ISD in state and federal trials and appeals, and administrative hearings. Counsel will provide legal advice on general personnel matters, including but not limited to hiring, discipline, incentive programs, wage and hour, privacy, ADA, FMLA, suspension, probation, termination, discrimination, workers compensation, grievances, employment contracts, and compliance with Chapter 21 of the Texas Education Code. The District may further request compliance audits and investigations related to employee misconduct. See Investigations Category.

1.2.5. E-Rate Counsel

Selected counsel will provide advice and representation in matters regarding Request for Proposals and compliance with Federal Communication Commission (FCC) competitive bidding regulations governing the Universal Services Administrative Company's (USAC) distribution of schools and libraries universal support program funds known commonly as "the e-Rate Program". E-Rate is one of several universal service programs created by the Federal Telecommunication Act of 1996 (Act). The Act directed the FCC to establish competitively neutral rules to enhance access to advanced telecommunications and information services for all public and non-profit elementary and secondary school classrooms, health care providers and libraries, and requires telecommunications carriers to provide services eligible for universal service support at discounted rates as determined by the FCC as appropriate and necessary to ensure affordable access to and use of such services by such entities.

1.2.6. General Litigation

Selected counsel will have extensive experience in representing school districts in state and federal cases and represent the District covering a broad range of legal issues relating to public education law, employment law, contract law, and related issues affecting a school organization. A list of school district cases, the area(s) litigated (i.e., section 1983), and the disposition of each is required for consideration in this category.

1.2.7. Investigations

Selected counsel will provide thorough independent investigations of primarily non-criminal misconduct. Investigations may include systemic concerns involving employees, educational programs and/or students, EEO-related matters, financial improprieties, or other matters of concern.

1.2.8. Immigration

Selected counsel will provide legal services on immigration issues that arise related to employees and students. Primarily, selected counsel will provide legal services regarding the employment and retention of workers. Selected counsel must be able to demonstrate the ability to handle a significant caseload in a short timeframe and, to the extent possible, the electronic handling of application requests.

1.2.9. Intellectual Property

Selected counsel will provide general legal advice related to intellectual property laws, including copyrights, trademarks, licensing, trade secrets, and patents.

1.2.10 Minority and Women-Owned Business (MWBE) Program

Select counsel will provide legal advice, training, and other services regarding compliance with applicable legal standards for the District's MWBE program.

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

1.2.11. Open Government Matters (Open Meetings Act and Texas Public Information Act)

Selected counsel will provide legal advice regarding open meeting issues under Chapter 551 of the Texas Government code and requests for information under Chapter 552 of the Texas Government Code.

1.2.12. Special Education and Section 504

Selected counsel will provide legal advice and representation in contested and non-contested matters, including representation at ARD meetings, due process hearings, 504 meetings and hearings, and state and federal trials and appeals.

1.2.13. Special Counsel to the Board of Trustees

Selected counsel will provide legal advice to members of the Board of Trustees on Superintendent Contract matters and other school law matters on an as-needed basis.

Billing and Invoices

Billing invoices shall be itemized and submitted in accordance with External Counsel Protocol. Billing invoices should include:

- a. A description of work performed by each professional each day at increments no greater than one-tenth (.10) hour;
- b. A summary indicating the name of each professional, the total hours worked, the applicable hourly rate, and the total fees for the billing period; and
- c. A detailed itemization of expenses; the district will not approve billings for "miscellaneous" or "other overhead expenses".

Invoices should be provided to the District in a timely manner. Firms are requested to invoice the District within thirty (30) days of providing services to the District. Firms that continuously invoice the District in a manner that is outside of generally accepted business practices may affect their continuing relationship with the District.

In the event, that a Firm presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate, or in need of substantial internal research, the District may be required to perform substantial research which could result in the delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the Firm.

Discounts

Firm proposals may include a percentage discount to be applied to charges on an annual or monthly basis for billings exceeding a set amount.

PROPOSAL SPECIFIC QUESTIONS

Qualification Requirements For External Legal Services

2.0 In your Qualification Statement please respond to the following items. **Please note that responses should provide specificity and be tailored to providing services to Greenville ISD. Solely providing law firm brochures will be insufficient.**

2.1 List the name, address, phone number, fax number, and e-mail address of the contact person who is authorized to answer questions and negotiate the terms and conditions of this engagement on behalf of your firm.

Type
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SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Provide your answer below

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

2.2 Provide a brief description of your firm, in particular, its resources (i.e. Texas offices, employees, etc.) dedicated to the Texas legal market. Include information such as but not limited to: year firm was established; former firm name(s); principal partners/shareholders; office location(s), number of employees located within the District, professional affiliations, etc. Indicate whether you are a small firm. For the purposes of this RFQ, a small firm has less than twenty (20) full or part-time attorneys. Any firm with twenty (20) or more full or part-time attorneys will be deemed a medium/large size firm.

Type

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Provide your answer below

2.3 List your firm's capital position (i.e. total capital, net capital, and excess net capital) for the past two years.

Type

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Provide your answer below

2.4 Provide a list and resumes of proposed full-time and part-time staff, consultants, and subcontractors who may be assigned direct work on Greenville ISD matters. Please specify their direct experience in working with Texas school districts, educational institutions, and/or other public institutions and their office location. Documentation should detail proposed staff member's tenure with the firm, as well as in the legal profession. An account manager for billing purposes and supervisor for work assignments for District work should be identified. Special mention should be made of direct technical supervisors and key technical personnel, and an approximate percentage of the total time each will be available for this project. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be identified. **Please note that any person who has been employed as a full-time employee of the District may not perform services for the District for compensation as a vendor or consultant or on behalf of a vendor or consultant for 18 months after the termination of the person's employment relationship with the District. There is a two-year prohibition for former senior-level employees, including the Superintendent of Schools, Assistant Superintendent, Executive Directors, and Directors or equivalents.**

Type

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Provide your answer below

2.5 With specificity, describe what makes your firm uniquely qualified to provide legal services, including any superior qualities your firm possesses, that would benefit the Greenville ISD. Include in the response your firm's ability to provide legal training and resource material. (Attached separate sheet, if needed).

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Type

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Provide your answer below

2.6 Section 1.2.1 through 1.2.13 above outline the categories of proposed legal services being sought. **List the legal practice areas that the firm is seeking to provide to the District.** The response should identify the length of time that the firm has provided the requested and/or similar services requested by this RFQ in each practice area.

Type

.....
Provide your answer below

2.7 List five legal services contracts (education-related contracts preferred) that would be representative of your firm's work and services. Please list the name, title, telephone number, and email address of each reference. The length of the representation should be clearly indicated. In lieu of school district references, references from private educational institutions, governmental entities, and/or complex organizations may be listed.

Type

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Provide your answer below

2.8 Has your firm lost any contracts within the last year due to performance issues? If so, describe to the greatest extent possible the circumstances.

Type

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Provide your answer below

2.9 Explain in detail any disciplinary actions taken, investigations currently being conducted, or lawsuits filed against your firm or representatives of your firm during the last five years by federal, state, or industry regulatory bodies, or clients.

Type

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Provide your answer below

2.10 Provide a detailed description of the approach and methodology to be used to accomplish the requirements as detailed in the scope of services of this RFQ. The methodology section should include: (Please see A thru D).

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

A. Information as to the capabilities and resources of the office(s) from which respondent's proposes to perform the required services, and a listing of professional personnel by name and discipline that would be assigned to perform the services requested by this RFQ; (Include attachment if needed).

Type
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Provide your answer below

B. an abstract of respondent's cost control procedures, how it charges for its services, and any alternative fee arrangements; (Include attachment if needed).

Type
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Provide your answer below

C. a description of the respondent's quality control program, focusing on the policies and procedures to be employed to assure a complete, accurate, and quality product. (Include attachment if needed).

Type
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Provide your answer below

D. a description of additional client resources offered, such as free training, reduced-cost training, and legal alerts. Please specify the frequency of these resources. (Include attachment if needed).

Type
.....

Provide your answer below

2.11 Describe the firm's approach to maintaining responsive communication, efficiency in work product, thoroughness in the quality of work presented, and ability to pivot according to District needs.

Type
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SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Provide your answer below

2.12 Describe current and/or previous experience in having a co-counsel relationship with in-house counsel.

Type

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Provide your answer below

2.13 Has the firm or any member of the firm engaged in litigation or represented clients in matters against or adverse to the Greenville ISD, its Superintendent, or Board of Trustees? If so, describe the circumstances and resolution.

Type

.....
Provide your answer below

2.14 Describe any relationship that could create a conflict of interest if your firm is selected. In addition, please complete and include the CIQ Form included herein within an appendix. The CIQ Form is not subject to the 20-page limit.(The CIQ Form is located at <https://www.Greenvilleisd.org/Page/80705>).

Type

.....
Provide your answer below

2.15 Provide a schedule of your fees outlining your competitive billable rates per partners, senior associates, counsel, associates, and or paralegals for governmental entities.

Type

.....
Provide your answer below

COMPANY INFORMATION

COMPANY INFORMATION

Name of the firm making Offer:

COMPANY INFORMATION
----- Type ----- Provide your answer below
Company Federal Tax ID number: ----- Type ----- Provide your answer below
Company Address, City, Zip ----- Type ----- Provide your answer below
Local telephone number or Toll-free number: ----- Type ----- Provide your answer below
No. personnel (non-clerical) employed: ----- Type ----- Provide your answer below
No. personnel (clerical) employed: ----- Type -----

COMPANY INFORMATION

Provide your answer below

CONTACT REPRESENTATIVE INFORMATION

CONTACT REPRESENTATIVE INFORMATION

Contact Representative Name:

Type

Provide your answer below

Contact Representative Address (if different from company), City, State, Zip

Provide your answer below

Contact Representative E-mail Address:

Type

Provide your answer below

Contact Representative telephone:

Type

Provide your answer below

SUBCONTRACTOR INFORMATION

Undersigned shall employ, subject to the District's approval, the following subcontractor for the products, goods, and/or services offered. Please attach additional Subcontractor Forms in the Attachments tab.

One (1) form must be provided for each, and every subcontractor employed. The prime offeror shall bear the sole responsibility for the successful completion of work performed by the below listed third-party provider(s). Indicate whether the subcontractor is a Woman (W) or Minority (M) Owned Business Enterprise (BE). The following information must be included:

Service provided by the subcontractor

SUBCONTRACTOR INFORMATION

Name of subcontractor
Address
City/State/Zip
Telephone
E-Mail Address
Point of Contact
Business Days/Hours
No. Years in Business Under this Name
No. Years at Location Listed
No. Personnel (non-clerical) Employed
No. Personnel (clerical) Employed
Please indicate if the company is MWBE (Woman (W) or Minority (M) Owned Business Enterprise (BE))

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?

Type

Place a check by one from the response values below:

Yes - I agree

No, The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

REFERENCES

Proposer must submit a list of at least three (3) non-Greenville ISD references for whom the Offeror has provided substantially similar products, goods, and/or services. Educational and governmental agencies are preferred. Failure to provide applicable references may cause the proposal to be considered non-responsive. This section will be used for evaluation purposes.

Type

Provide your answer below

Reference One (1)

School District / Company Name

Contact Name

Phone Number

Type

Provide your answer below

Reference 1 - Email Address

REFERENCES

Type

.....
Provide your answer below

Reference Two (2)

School District / Company Name

Contact Name

Phone Number

Type

.....
Provide your answer below

Reference 2 - Email Address

Type

.....
Provide your answer below

Reference Three (3)

School District / Company Name

Contact Name

Phone Number

Type

.....
Provide your answer below

Reference 3 - Email Address

Type

.....

REFERENCES

Provide your answer below

PROPOSAL REQUIREMENT - REQUIRED RESPONSES

FORM 1295 - CERTIFICATE OF INTERESTED PARTIES

Pursuant HB 1295 (2015), the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached to the Response Attachments, prior to any business transaction. If your company is publicly traded you do not need to complete this form.

Please note the following helpful hints and instructions in completing the form

Box 1: Please enter the business entity filing form, city, state, and country of the business entity's place of business.

Box 2: Please enter Greenville ISD

Box 3: Please use Greenville ISD's solicitation (bid) number as the identification number being requested and the contract name as a description of goods or services.

Box 6: Please complete and sign, then attach the completed 1295 form with the bid response. Please acknowledge that you have read and understood that the district can not do business with your company without the submittal of this form. If your company is "Publicly Traded" you do not need to complete this form.

Does the Vendor agree?

Type

Put a check by one from the response values below:

Yes - I agree

No - I do not agree. The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

N/A - Not Applicable - Company is Publicly Traded

ORDER REFERENCE NUMBER/INFORMATION

Is a reference number or other information that Greenville ISD must include on the Purchase Order to receive contract pricing, please state that information. If none enter N/A (not applicable) below where applicable.

Type

Provide your answer below

REPRESENTATION AND CERTIFICATION

By submitting this Offer, the Offeror certifies that he/she is a responsible authorized representative of the company and certifies the accuracy of the following statements. Represents that to the best of its knowledge it is not indebted to the District. Indebtedness to the District shall be a basis for non-award and/or

PROPOSAL REQUIREMENT - REQUIRED RESPONSES

cancellation and/or termination of any award.

Does the Vendor agree?

Type

Put a check by one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

NOTIFICATION OF CRIMINAL HISTORY

Texas Education Code, Chapter 44, Subchapter B, Section 44.034, Notification of Criminal History, reads as follows: (a) 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. (b) 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. (c) This section does not apply to a publicly held corporation. For more information please visit the Greenville ISD website at

<https://www.Greenvilleisd.org/Page/81136>. Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

If applicable: Name of Felon and details of the conviction(s) -----

Type

Put a check next to one from the response values below:

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

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

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

CRIMINAL BACKGROUND CHECKS/SEARCHES

Texas Education Code (TEC) 22.0834 and 22.08341 states that a contractor that provides services to a school district or charter school must be fingerprinted before beginning work, if the contractor 1) will have continuing duties related to the contracted services, and 2) will have the opportunity for direct contact with students. Additionally, the law requires that a contractor certified to a school district or charter school that it has received all criminal history information for its employees who provide services for the school. Pursuant to 22.08341(c), the requirement does not apply to a contractor that performs construction, alteration, or repair of an instructional facility if the Contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students. Schools may fingerprint a contractor and/or Contractor's employees using the Local Education Entity (LEE) Fast Pass option. The Contractor shall agree to have individuals printed with the LEE pass, and also create subscriptions in the DPS FACT Clearinghouse under the authority of TGC 411.097/Public Law 92-544. The Contractor, however, will not be able to view the results through the DPS Clearinghouse. The Contractor shall bear the burden and cost of the Contractor obtaining a national, fingerprint-based criminal history check. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: A) They have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law. B) They have charges pending, they have been convicted, received probation, or deferred adjudication of any of the following: 1. Any offense against a child 2. Any sex offense 3. Any felony offense involving controlled substances 4. Any felony offense against property 5. Any other offense the District, in its sole discretion, believes might compromise the safety of student, staff, property, or reputation of the District by the employment of the Contractor. A vendor's violation of this section shall constitute substantial failure.

Does the Vendor agree? -----

PROPOSAL REQUIREMENT - REQUIRED RESPONSES

Type

Put a check next to one from the response values below:

Yes - I agree to comply with the rules of the State of Texas and requirements of Greenville ISD regarding fingerprinting requirements of contractors.

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

IDENTIFICATION BADGE(S)

Offeror's employees, agents, consultants, and subcontractors, subject to the criminal history record review requirement shall be identified by a photographic identification badge.

If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance. All costs associated with criminal history record review requirements and badging are done so at the vendor's and their employee's expense.

Pursuant to Greenville ISD's Board Policy CJA (LOCAL) Purchasing and Acquisition: All contracts must comply with the requirements for criminal background checks. All vendors 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. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

The above requirement is required for all suppliers who will provide a service to Greenville ISD and will be on District property. Awarded Suppliers who do not have direct contact with students must have background checks and badges and must be done through the supplier's company or the District's third-party provider, Field Control Analytics at www.fcbackground.com/clientsignup using project code: VENDISD15 or be issued by the supplier's company. (This company may change at the sole discretion of the district.) Vendors who have direct contact with students must meet the laws and requirements of the State of Texas. Direct contact is defined as the potential for any interaction with a student either in person or virtual.

Does the vendor agree?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

CONFLICT OF INTEREST

Texas has enacted disclosure requirements if certain school officials or family members receive a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period that the district is considering or has awarded a contract for the sale or purchase of property, goods, or services. Has your firm, parent firm, subsidiary, and/or an affiliate provided a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over twelve months to any District official, administrator, and/or Board member If yes, explain (the gift, name of the individual receiving gift, date gift was provided, etc.)

THE DISTRICT'S CONFLICT OF INTEREST QUESTIONNAIRE FORM MUST BE COMPLETED IN SUCH SCENARIOS) The questionnaire is attached at the end of this document. The questionnaire must be updated in case of a conflict. Formal notification must be in writing and sent to the buyer.

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation

PROPOSAL REQUIREMENT - REQUIRED RESPONSES

and/or termination of any award

INSURANCE AND/OR BONDS

Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. The District may reasonably rely on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond under the Contract may be cause for termination for default and other remedies allowed by law and/or equity. The offeror must notify the District, in writing, by certified mail or personal delivery, within ten (10) days after the Offeror knew or should have known of any changes that materially affect the insurance/bond coverage. Please acknowledge that you have read and understood that the district can not do business with your company without the submittal of this form. The insurance form must be received within ten (10) days of award.

Does the Vendor agree?

Type

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Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

WORKERS COMPENSATION

Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance's Self-Insurance Regulation Section. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

Does the Vendor Agree?

Type

PROPOSAL REQUIREMENT - REQUIRED RESPONSES

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

FIREARM ENTITY OR FIREARM TRADE ASSOCIATION

If the Vendor is not a sole proprietorship, has ten (10) or more employees, and the value of the Vendor's contract with the Owner has a value of \$100,000 or more, the Vendor warrants and represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner unless excepted from that law.

Does the Vendor agree?

Type
.....

Put a check by one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

NO BOYCOTT OF ISRAEL

For contracts with companies that have 10 or more full-time employees and when the contract has a value of \$100,000 or more, Offeror certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with Greenville ISD. For purposes of any contractual arrangement with Greenville ISD, boycott Israel - means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or an Israeli- controlled territory, but does not include an action made for ordinary business purposes.

Does the Vendor agree?

Type
.....

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

PROHIBITION OF CONTRACTS ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS

The Offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Does the Vendor agree?

Type
.....

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

TRANSACTIONS WITH AN ABORTION PROVIDER OR AFFILIATE

The offeror certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas Senate Bill 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Offeror, the Agreement and/or taxpayer resource transaction is voidable by Greenville ISD and Offeror agrees to defend and indemnify Greenville ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

PROPOSAL REQUIREMENT - REQUIRED RESPONSES

Does the Vendor agree?

Type

.....
Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

GREENVILLE INDEPENDENT SCHOOL DISTRICT ANTITRUST CERTIFICATION STATEMENT (Tex. Government Code 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

I am duly authorized to execute this contract on my behalf or behalf of the company, corporation, firm, partnership, or individual (Company) listed below;

- a. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
- b. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- c. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

Does the Vendor agree?

Type

.....
Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

INTERLOCAL AGREEMENT ("Rider") CONSENT FORM

Greenville ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If the Vendor chooses "YES"; to allow EPCNT members to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Greenville ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than Greenville ISD will be billed directly to that governmental entity and paid by that governmental entity. Greenville ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A list of current members is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of the Offeror's proposal to Greenville ISD.

1. **Interlocal Agreement Clause** with a vision of cooperating to improve their procurement power on like products and services, the EPCNT became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.
2. **Authority EPCNT** is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted under those laws.
3. **Duties of the Members** agree to undertake the following, from time to time, as may be appropriate:
 - a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third-party vendors, as may be determined from time to time to be cost-effective and provide efficiencies as consolidated purchases.

PROPOSAL REQUIREMENT - REQUIRED RESPONSES

- b. Make available specifications, documents, software, procedures, and related items in connection with bidding and purchasing processes.
- c. Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
- d. Maintain as confidential, subject to the Texas Public Information Act, the information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

4. Purchasing Authority

- a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
- b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third-party agreements for the purchase of products and services.
- c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.

5. Agreement Consent Acknowledgement Several governmental entities around the Greenville ISD have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Does the Vendor agree?

Type

Put a check next to one from the response values below:
Yes
No

INSTRUCTIONS AND REQUIREMENTS for OFFER SUBMITTAL

The Offeror shall furnish to the District all information and data requested by the District to determine the Offeror's qualifications and responsibilities. The requested information must be provided using the PDF version of the solicitation where indicated--do not reference other parts of the Offer or other documents. All answers must be complete and stand-alone. Failure to follow directions using the PDF version of the solicitation may result in the Offer being disqualified or deemed nonresponsive.

The Offerors shall familiarize themselves with the relevant conditions in the material and labor markets prior to the submission of an offer. By submitting an offer, Offeror represents that it has familiarized itself with existing and future market conditions and agrees to perform in full accordance with the Offer.

The Offeror must comply with any insurance, bid bond, or liability requirements of the District as noted elsewhere in this solicitation document.

The Offeror must include pertinent literature/documentation for the proposed products/goods or services.

If Offeror requires a credit application or similar documentation to conduct business with Greenville ISD after awarding of any Contract, those documents must be submitted at the time of Offer submission.

Greenville ISD responses may be submitted either manually or via certified mail. Submissions must be delivered to the Purchasing Dept, Attn: Brenda Russell in a sealed envelope by the date and time stated.. Only one format is needed. The manual submission shall consist of one (1) original hard copy and one (1) electronic flash drive. If mailed: Greenville ISD, Attn: Brenda Russell, 4004 Moulton Street, Greenville, Texas 75401.

The Offeror may submit a manual response by paper via mail/FedEx/UPS etc. before the cutoff date and

PROPOSAL REQUIREMENT - REQUIRED RESPONSES

time at the following address:

Greenville ISD
4004 Moulton Street

Attn: Brenda Russell
Greenville, TX 75401

Does the vendor agree and understand?

Type

.....
Put a check next to one from the response values below:
Yes
No

PRICING INFORMATION

PRICE OFFER SUMMARY

The undersigned duly authorized representative of the Offeror offers to provide the goods and/or services described in this solicitation document according to the terms contained in the Offer. Offerors are required to fully disclose any "hidden" or "additional" fees, costs, and expenses that are not reflected. The District will not be liable for hidden or additional fees, costs, and expenses that are not disclosed in detail. Any proposed change in Offeror's pricing structure and/or pricing assumptions must be formally requested on the District Deviation Attribute, which must accept in writing by the Buyer and thereafter approved by Greenville ISD's Office of Legal Services. In addition, if Offeror is proposing no-cost best value incentives or value-adds, those items should also be disclosed in detail. The ultimate contract is anticipated to be a firm, fixed-price contract. All fees, costs, and expenses required for Offeror to provide the goods and/or services (including, but not limited to, contractor staff costs, travel expenses, overhead, hardware/software costs, connecting devices costs, and software customization costs), must be included in the firm fixed price. Details of the fees, costs, and expenses must be disclosed on the **LINE TAB**.

ONLINE CATALOG/PRICE LIST

Is your catalog/Price List available via the internet? If yes, please indicate the website address. If none, please enter N/A (not applicable).
Is there a pricing percentage % increase each year?

.....
Type

.....
Provide your answer below

DEVIATIONS AND EXCEPTIONS

DEVIATIONS/EXCEPTIONS TO TERMS, CONDITIONS, AND/OR STATEMENT OF WORK

If the Offeror desires any exception/deviation from any portion of the solicitation document, those exceptions/deviations must be clearly noted below. The offeror will provide reference to the particular page, paragraph, and sentence and provide the Offeror's proposed changes to the page, paragraph, and sentence in this section of their response.

Offerors who list deviations to the Terms, Conditions, and/or Statement of Work contained in this solicitation may result in an Offer being deemed nonresponsive. The District reserves the right to consider minor deviations. The following provisions are prohibited and are non-negotiable: Indemnification by the District of a vendor or supplier, arbitration, automatic renewals, the venue outside of Greenville County, Texas, and governing state law that is not listed as Texas. If the Offeror desires any exception/deviation from any portion of the solicitation document, those exceptions/deviations must be

clearly noted below. The

DEVIATIONS AND EXCEPTIONS

offeror will provide reference to the particular page, paragraph, and sentence and provide the Offeror's proposed changes to the page, paragraph, and sentence.

The District reserves the discretion to determine whether the proposed deviations render the Offer nonresponsive. The District reserves the right to reject any use of the Offeror's terms and conditions of any kind, including web links to any online terms and conditions, or use of the Offeror's form of agreement.

The offeror requests the following exceptions/deviations to the solicitation's terms, conditions, and/or statement of work.

Type

Provide your answer below

NO DEVIATIONS OR EXCEPTIONS

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, specifications, and required forms.

Type

Put a check next to one from the response values below:

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, specifications, and required forms

FEDERAL REQUIREMENTS (EDGAR)

The following certifications and provisions are required and apply when Greenville ISD 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 the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(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 GREENVILLE ISD expends federal funds, GREENVILLE ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of contract by either party.

Does the Vendor agree?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

(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 REQUIREMENTS (EDGAR)

Federal Rule (B) above, when GREENVILLE ISD expends federal funds, GREENVILLE ISD 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 the 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 purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. GREENVILLE ISD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if GREENVILLE ISD believes, in its sole discretion that it is in the best interest of GREENVILLE ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by GREENVILLE ISD as of the termination date if the contract is terminated for convenience of GREENVILLE ISD. Any award under this procurement process is not exclusive and GREENVILLE ISD reserves the right to purchase goods and services from other vendors when it is in GREENVILLE ISD's best interest.

Does the Vendor agree?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

(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 GREENVILLE ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

(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 the 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

FEDERAL REQUIREMENTS (EDGAR)

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 GREENVILLE ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, the Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree?

Type

.....
Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

(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 GREENVILLE ISD 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 GREENVILLE ISD resulting from this procurement process.

Does Vendor agree?

Type

.....
Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or 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 GREENVILLE ISD, the vendor certifies that during the term of an award for all contracts by GREENVILLE ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does the Vendor agree?

Type

.....
Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation

FEDERAL REQUIREMENTS (EDGAR)

and/or termination of any award

(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 GREENVILLE ISD, the vendor certifies that during the term of an award for all contracts by GREENVILLE ISD members resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree?

Type

.....
Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

(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 contain 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 GREENVILLE ISD, the vendor certifies that during the term of an award for all contracts by GREENVILLE ISD resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. Does the Vendor agree?

Type

.....
Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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

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

FEDERAL REQUIREMENTS (EDGAR)

- 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 Federally 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 is 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 the Vendor Agree?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

(J) Procurement of Recovered Materials - When federal funds are expended by Greenville ISD, Greenville ISD 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 by Greenville ISD 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 the Vendor agree?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

(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 Greenville ISD, the 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;

FEDERAL REQUIREMENTS (EDGAR)

- 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 the Vendor agree?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does the Vendor agree?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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 Greenville ISD 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?

Type

Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Greenville ISD expends federal funds for any contract resulting from this procurement process, the 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 the Vendor agree?

FEDERAL REQUIREMENTS (EDGAR)
Type Put a check next to one from the response values below: Yes - I agree No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award
CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Does the Vendor agree? Type Put a check next to one from the response values below: Yes - I agree No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award
CERTIFICATION OF NON-COLLUSION STATEMENT The 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 the Vendor agree? Type Put a check next to one from the response values below: Yes - I agree No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award
CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. 200.336 Vendor agrees that the Inspector General of the District or any of their duly authorized representatives 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 interviews and discussions relating to such documents. Does the Vendor agree? Type Put a check next to one from the response values below: Yes - I agree No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award
CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY - 2 C.F.R. 200.215 Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Does the Vendor agree?

FEDERAL REQUIREMENTS (EDGAR)
<p>Type</p> <p>.....</p> <p>Put a check next to one from the response values below: Yes - I agree No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT - 2 C.F.R 200.216</p> <p>a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ol style="list-style-type: none"> i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. <p>b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Put a check next to one from the response values below: Yes - I agree No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p>The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Put a check next to one from the response values below: Yes - I agree No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
EVALUATION PROCESS
OVERVIEW

EVALUATION PROCESS

Each Offer will be analyzed and evaluated by a panel selected by the District.

The District intends to award a contract to one or more responsive, responsible Offerors that provide the best value to the District. Pursuant to Greenville ISD Board policy and applicable law, "best value" is determined according to the price and non-price criteria listed in the attached Evaluation Criteria Score Sheet and weighted at the sole discretion of the District. By submitting an Offer, an Offeror acknowledges the District's right to establish scoring criteria that comply with applicable law as well as the District's bid protest procedures outlined in the General Terms and Conditions below.

- a. Even when an award to a single Offeror is envisioned, the District reserves the right, in its sole discretion, to make awards to multiple Offerors (or to make no award at all).
- b. Non-responsive or disqualified Offers will be not eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include but are not limited to not meeting requirements of the proposal, receipt of Offer after date/time posted; failure to sign the Offer; failure to include one or more required forms; Offeror being debarred; and/or excessive exceptions to Statement of Work, Terms and Conditions of Service/Term Agreement.
- c. The District reserves the right to reject any use of Offeror's terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of Offeror's form of agreement.

BEST VALUE INCENTIVES

Consideration will be given to Offerors who include best value incentives or value-adds at no additional cost to the District. To be considered, these incentives/value-adds must be clearly disclosed.

DISCUSSIONS/NEGOTIATIONS

- a. During the evaluation of certain Offers, the District may hold discussions/negotiations with Offerors that are in the competitive range to provide the goods and/or services described in this solicitation. Discussions will NOT be conducted for Competitive Sealed Proposals. Discussions may be conducted for responses to Requests for Proposals or Requests for Qualifications; however, the District reserves the right to award (or not award) a Contract without conducting any discussions; therefore, Offerors are encouraged to provide their best Offer initially and not anticipate the opportunity to make a better offer later.
- b. If conducted, discussions will be held at a place, time, and date as determined by the District. All associated costs incurred by an Offeror in connection with the discussions will be at Offeror's own expense. Additionally, a selected Offeror(s) may be required to attend one or more Board Briefings and/or Board Meetings to address questions about the Offer and any resulting Contract. Such attendance shall be at no additional cost to the District.

FINAL EVALUATION STATEMENT - POINTS

In addition to the evaluation criteria noted in the General Terms and Conditions, as part of "any other relevant factors," the District will use the following criteria in the evaluation. Final evaluations of this proposal will be based on the Texas Educational Code 44.031(b). Greenville ISD will not award bids based on low price alone. Criteria and points will be used in weighting which proposal(s) offer the best overall product, service, and references for the intended purpose.

1. Purchase Price - 10 Points

2. Reputation of the vendor and vendor's goods or services - 15 Points

3. Quality of the vendor's goods or services - 20 Points

4. Extent to which the goods or services meet the district's needs - 25 Points

5. Vendor's past relationship with the district - 0 Points

6. The impact on the ability of the District to comply with laws and rules relating to MWBE. This will be applied to your MWBE Participation and is worth 25 points broken down as follows:

6a. Offeror demonstrated a commitment to the district's M/WBE program by providing enhancements to the administration of the proposer's contracting process for the work to be done by M/WBE firms.

Examples of this commitment may include any of the following: expedited payments, Mentor-Protege Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc. - **3 points**

6b. Offeror submitted a list of two (2) M/WBE subcontractor references. - 2 Points

6c. Offeror is a certified M/WBE OR Offeror submitted a Joint Venture Agreement with a certified

EVALUATION PROCESS

M/WBE OR Offeror submitted a Prime Subcontractor Teaming Agreement with a certified M/WBE. - **5 points**

6d. Offeror submitted a diverse list of certified M/WBE subcontractors, sub-consultants, or suppliers that meets or exceeds the district's M/WBE aspirational goal in meaningful roles OR Offeror demonstrated outreach designed to meet the M/WBE project goals with a diverse M/WBE team of subcontractors, suppliers, and sub-consultants. - **5 points**

6e. Offeror demonstrated a comprehensive framework and understanding of the district's M/WBE program by providing a written and detailed M/WBE compliance plan, designating a high ranking individual who will be responsible for M/WBE contract compliance, monitoring, and reporting, ensuring no unauthorized changes to M/WBE subcontractors, adhering to the M/WBE commitment and subcontractor payment terms, executing the M/WBE subcontracting schedule, complying with the district's M/WBE Program guidelines, etc. - **5 points**

7. Total long-term cost to the district - **0 Points**

8. Principal place of business or number of employees in the State - **0 Points**

9. Other relevant factors specifically listed in this proposal - **10 points**

Total Points - 100

PROPOSAL GENERAL INFORMATION**BACKGROUND INFORMATION / BASIC REQUIREMENTS**

1. In this document, "Offer" refers to a response to any District solicitation (CSP, RFP, or RFQ). "Bid" refers specifically to a response to a solicitation. and " Proposal" refers specifically to a response to an RFP or RFQ. "Offeror" refers to the person or entity submitting an Offer, but may be used synonymously with & "Vendor" "Contractor", "Provider", or similar. Additional terms are defined throughout this document.

2. Although Offeror is required to sign the Offer upon submission, no enforceable contract will be formed unless (i) the District's Executive Director of Procurement formally accepts the Offer in writing; (ii) the Contract is approved as to form by the District's Office of Legal Services; and (iii) the District's Board of Trustees or designee has granted all approvals required by Greenville ISD Board Policy. Once an enforceable Contract has been formed, the District will issue a formal Purchase Order to request the provision of goods and/or services under the Contract. Vendors must not deliver (or incur any costs or expenses preparing to deliver) any goods and/or services prior to the Offeror's receipt of a formal Purchase Order from the District. Oral orders and/or any order requested through any method other than a formal Purchase Order are invalid and the District will have no financial responsibility for same.

3. The Effective Date of any Contract resulting from this solicitation is the date that the award is approved by Greenville ISD's Board of Trustees or designated representative unless otherwise indicated within this document. Once the Board/District approves an Offeror for an award, weeks or months may pass before the District issues a formal Purchase Order requesting the delivery of goods and/or services under the Contract. In some cases, the District may never issue a Purchase Order under the Contract. The District intends to act in good faith and communicate with Offeror about the issuance of Purchase Orders.

GREENVILLE ISD DEMOGRAPHICS

Community: Greenville is a North Texas city located in central Hunt County, approximately 45 miles from Dallas. It is the county seat and largest city of Hunt County.[As of the 2010 census, the city population was 25,557. The city offers relaxation, family fun, friendly neighbors and a smart place to live and do business. As of the census[5] of 2010, there were 25,557 The racial makeup of the city was 68.47% White, 16.75% African American, 0.29% Native American, 1.07% Asian, 0.29% Pacific Islander, 9.77% from other races, and 2.76% from two or more races. The median income for a household in the city was \$51,841, and the median income for a family was \$40,477. The per capita income for the city was \$19,558. Greenville ISD serves approximately 5,400 students in Pre-Kindergarten through twelfth grade. Greenville ISD, which encompasses the city of Greenville, Texas and a surrounding five to seven-mile radius, is a school district that has something to offer just about everyone. In Greenville, families who have lived here for generations welcome newcomers who choose to move to Greenville for the same reasons the natives don't leave - location and hometown atmosphere. The Greenville Independent School District is the second largest employer in Greenville with approximately 950 staff (includes subs and student workers) members. More than 570 of those are instructional staff. The District boasts 10 campuses, including 1 Pre-K campus, 5 elementary schools (K-5), 1 sixth grade center, 1

middle school, (7-8), 1 traditional high school (9-12), and 1 alternative high school. The District has a diverse student population with 46.0 percent Hispanic students, 15.9 percent African-American students, 31.6 percent White students.

ATTRIBUTES

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. The Respondent agrees and shall comply with all provisions and specifications stated in this RFQ unless otherwise stated in the Deviations/Exceptions attribute. Any

PROPOSAL GENERAL INFORMATION

additional costs or factors to meet a specification or requirement must be noted in the Deviation/Exceptions attribute. Failure to respond to these requirements may result in the proposal being considered non-responsive and not meeting the specification of the RFQ. Proposals that are deemed non-responsive or not meeting the specifications shall NOT be evaluated for consideration.

COMMUNICATIONS STATEMENT

Contact between vendors and Greenville ISD personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Greenville ISD personnel may result in disqualification. All communication shall go through the Finance Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal.

AWARD STATEMENT

This Proposal may be awarded to one or multiple vendors by line item, section, or package as determined to be the best value to Greenville Independent School District. Greenville ISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, waive any formalities and/or irregularities, and award in the best interest of the District.

ORAL STATEMENT

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

CONTRACT

Service and/or goods will be performed on an as-needed basis and upon issuance of a purchase order.

SIGNATURE AND DECLARATION OF COMPLIANCE

CONTRACTED SERVICES / TERM AGREEMENT

This Contracted Services Agreement is entered between Greenville Independent School District (Greenville ISD or the District) and (the Offeror), collectively the "Parties" and individually, a "Party". The District is a Texas public school district and political subdivision of the state of Texas located in Hunt County, Texas.

This Agreement shall consist of the following conditions and documents incorporated herein by reference and in listed order of precedence:

- (1) The District Terms and Conditions
- (2) Attestations to certifications and the Vendors adherence to the laws of The State of Texas and the United States of America. This includes the executed EDGAR Certifications and/or FEMA Certifications, if applicable (contract documents collectively the "Agreement")
- (3) General requirements outlined within the District's Solicitation document
- (4) Offeror's response to the solicitation document including services and pricing
- (5) Any deviations listed on the District Deviation forms agreed to formally by the District
- (6) Any notice of award or acceptance by the District by Greenville ISD-issued Purchase Orders, the terms of any applicable Greenville solicitation, (RFP, RFQ, or similar solicitation) executed EDGAR Certifications and/or FEMA Certifications, if applicable (contract documents collectively the "Agreement") In the event of a conflict, the contract documents shall control in the order listed in this paragraph

Type

.....
Put a check next to one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

ELECTRONIC SIGNATURE

By signing below, the signatory for the Offeror confirms and covenants that he or she is legally authorized to

SIGNATURE AND DECLARATION OF COMPLIANCE

bind the Offeror to the terms of this Agreement. The offeror also acknowledges that, if selected, the agreement with the District will be governed by the "Contract Services/Term Agreement" clause outlined above.

Any person executing this declaration on behalf of an Offeror that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Offeror. In addition, you agree to commit transactions by electronic means by submitting to this solicitation.

MUST PROVIDE FULL NAME AND DATE FOR PROPOSAL TO BE CONSIDERED

Type

.....
Provide your answer below

2 Price Schedule

2.1 Line Information

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount
1	Billing Invoicing and Discounts	1	BAG		

2.2 Line Details

2.2.1 Line 1 Billing Invoicing and Discounts

Note Billing and Invoices
Billing invoices shall be itemized and submitted in accordance with External Counsel Protocol. Billing invoices should include:

- a. A description of work performed by each professional each day at increments no greater than one-tenth (.10) hour;
- b. A summary indicating the name of each professional, the total hours worked, the applicable hourly rate, and the total fees for the billing period; and
- c. A detailed itemization of expenses; the district will not approve billings for "miscellaneous" or "other overhead expenses".

Invoices should be provided to the District in a timely manner. Firms are requested to invoice the District within thirty (30) days of providing services to the District. Firms that continuously invoice the District in a manner that is outside of generally accepted business practices may affect their continuing relationship with the District.

In the event, that a Firm presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate, or in need of substantial internal research, the District may be required to perform substantial research which could result in the delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the Firm.

Discounts
Firm proposals may include a percentage discount to be applied to charges on an annual or monthly basis for billings exceeding a set amount.