



Request for
Proposals

RFP #23-005
Food Service Vehicles

Proposals are due **before 2:00 p.m. CST, Tuesday, May 2, 2023**

Vendors are encouraged to submit responses electronically through the Public Purchase website at www.PublicPurchase.com or hard copy responses may be mailed/delivered to:

**RFP #23-005 Food Service Vehicles
Purchasing Department
Friendswood Independent School District
302 Laurel Drive
Friendswood, Texas 77546**

NOTE: Friendswood ISD reserves the right to postpone, accept, or reject any and all proposals as it deems to be in the best interest and to waive formalities and reasonable irregularities.



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Introduction

Friendswood Independent School District is soliciting Request for Proposals (RFP's) for two (2) specific vehicles to be used by our Food Service Department. The district is interested in purchasing one (1) full-size cargo van and one (1) full-size SUV. Any provision in the awarded contract that does not comply with the Administrator's Reference Manual (ARM) will be amended to conform.

Legal Notice

FISD Request for Proposal #23-005 FOOD SERVICE VEHICLES

The Friendswood Independent School District hereby invites qualified vendors to submit proposals for procurement of two (2) food service vehicles for the District in accordance with Section 44.031 Purchasing of Contracts, Item (3), Request for Proposals. RFP packets may be found on FISD's website at <https://www.myfisd.com/departments/purchasing/vendor-information> and on the website www.PublicPurchase.com. Vendors are encouraged to submit responses electronically through PublicPurchase.com, or hard copy responses may be mailed/delivered to:

RFP #23-005 Food Service Vehicles

Purchasing Department
Friendswood Independent School District
302 Laurel Drive
Friendswood, Texas 77546

Either format is due before **2:00 p.m. CST, Tuesday, May 2, 2023.**

Friendswood Independent School District reserves the right to postpone, accept, or reject any and all proposals as it deems to be in its best interest and to waive formalities and reasonable irregularities.



Request for Proposals

Vendors are encouraged to submit responses electronically through the website Public Purchase at www.PublicPurchase.com, but hard copies may be delivered to FISD's Administration Building marked:

**RFP #23-005 Food Service Vehicles
Purchasing Department
Friendswood Independent School District
302 Laurel Drive
Friendswood, Texas 77546**

Friendswood ISD reserves the right to reject any and all proposals and to waive any minor technicalities to take the action which it deems to be in the best interest of Friendswood ISD.

Proposals in either format are due before 2:00 p.m. CST, Tuesday, May 2, 2023

Proposals are subject to all of the conditions and specifications attached hereto.

- Offerors must submit a complete response to this RFP, including all required documents, to provide a responsive proposal.
- The proposals must be delivered electronically or by mail or hand-delivered in a sealed envelope or carton.
- FAX or email proposals will not be accepted.
- All questions should be presented in the form of an email to Carol Blain – Purchasing Coordinator at cblain@fisdk12.net before 8:00 a.m. CST, Thursday, April 27, 2023. In the email subject line, type: *Questions RFP #23-005 Food Service Vehicles*.
- Q & A and Addenda will be posted on our website on Friday, April 28, 2023. www.myfisdk.com/departments/purchasing/vendor-information

Late Proposals

Proposals received at or after 2:00 PM CST on Tuesday, May 2, 2023, will not be considered or accepted.

Altering, Amending, Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the specified time due.



Standard Terms and Conditions

1. Drop shipments may be refused if they are not labeled with a Friendswood ISD purchase order number. Bidder will be required to pay re-delivery charges, if omitted from the paperwork.
2. Amendments to responses will represent a true and correct statement and shall contain no cause for claim of omission or error.
3. No responses may be withdrawn without District approval. Quantity requirements are a close approximation, but the right to make variations is reserved. The Board of Trustees of the Friendswood Independent School District reserves the right to reject any and all offers and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.
4. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless the District from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such article in violation, infringement or the lack of rights under such patent, copyright, trademark or application.
5. In accordance with Texas Education Code Chapter 44.031(f) and Government Code 2254.003, Selection of Provider; Fees.;
 - a. A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services based on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
 - i. On the basis of demonstrated competence and qualifications to perform the services;
and
 - ii. For a fair and reasonable price.
 - b. The professional fees under the contract may not exceed any maximum provided by law.
6. Friendswood ISD reserves the rights to accept or reject all or any part of any response, waive minor technicalities, and award the response to best serve the interest of the District. All protests must be filed in writing with the Director of Purchasing within 10 days.
7. Payments will be made within 30 days after receipt of original invoice for each services rendered (where services have been received in good order). **Only the company listed on the signed proposal document shall invoice and receive payment for those services. All invoices shall be mailed to: FISD Accounts Payable Dept., 302 Laurel Drive, Friendswood, Texas 77546 or emailed to: accounting@fisdk12.net.**



8. Per SB 1, Sec. 44.034, 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 Felony Conviction Notification must include a general description of the conduct resulting in the conviction of a felony.
9. Friendswood ISD is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request.
10. If at any time the respondent fails to fulfill or abide by the terms, conditions, or specifications of this contract, Friendswood ISD reserves the right to cancel upon 30 days written notification.
11. Insurance coverage is required in the Notice to Offerors, a copy of current coverage for General Liability, Workman's Compensation and Employer's Liability with Statutory Limits, Automobile Liability, Errors and Omissions, and Excess Liability shall be furnished with the response. After board approval of the contract, bidder shall name Friendswood ISD as the Certificate Holder and additional insured.
12. Friendswood ISD reserves the right to make single, multiple or no award and as deemed in its own best interest.
13. By submitting a response to this CSP, vendor acknowledges that Friendswood ISD is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, Friendswood ISD is required to comply with the requirements of the TPIA. In the event the request involves documentation that proposer has clearly marked as confidential and/or proprietary, Friendswood ISD will provide the vendor with the noticed under the TPIA. The vendor acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.
14. **PLEASE NOTE:** All responders shall submit a list of at least three (3) references from companies and/or school districts for which bidder has provided similar products. References should include the company name, contact name, and telephone number. Responses submitted without three (3) references may be disqualified from consideration.
15. The District does not discriminate on the basis of race, color, national origin, gender, religion, age, or disability in employment or the provision of services.



Evaluation Criteria for Award

FISD will consider the following criteria to evaluate the proposals in the form of a weighted score based on the following information and points:

	Evaluation Criteria	Weight
1	Price	50%
2	Experience/Reputation of Proposer	10%
3	Quality of goods & services	20%
4	The impact on the ability of the District to comply with rules relating to historically underutilized businesses	0%
5	Warranty/Responsive Reputation	10%
6	Any other relevant factor specifically listed in the request for bids, proposals, or qualifications – Scheduled Completion	10%
	TOTAL	100%

Proposals may be evaluated by an Evaluation Committee comprised of key Friendswood ISD personnel in order to fairly evaluate all qualified proposals. Evaluation by committee members will be combined into one score, which will be compared to the other proposals.



Solicitation Schedule

The following is the anticipated solicitation schedule including a brief description for dates:

Date	Event
April 14 & 21, 2023	Advertisement Dates
April 27, 2023	Questions due before 8:00 AM CST
April 28, 2023	Answers posted online
May 2, 2023	RFP Due before 2:00 PM CST
May 8, 2023	FISD Board Meeting for recommendation to Award

NOTE: FISD reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on the District's website, under the Purchasing page for your convenience.



Specifications

FISD RFP #23-005 FOOD SERVICE VEHICLES SPECIFICATIONS

1 FULL-SIZE CARGO VAN

Make/Model	2023 Chevrolet Express Cargo or comparable	
Transmission	Automatic	
Color of Exterior	White	
Options	Molded assist steps Rear Park Assist Safety Package USB Port	Brake Warning Indicator 2 Bucket Seats (driver & passenger) Rear air conditioning

1 FULL-SIZE SUV

Make/Model	2023 Chevrolet Suburban or comparable
Transmission	Automatic
Color of Exterior	White
Options	Base model Towing package

DELIVERY

Address	FISD Transportation Department 400 Woodlawn; Friendswood, TX 77546
Delivery preferred before	August 31, 2023

CONTACT INFORMATION

Name	Carol Blain, FISD Purchasing Coordinator
Email	cblain@fisdk12.net
Phone number	281-482-1267 X6608



Required Forms



Summary of Proposal

Price of 1 Full-Size Cargo Van: _____

Price of 1 Full-Size SUV: _____

Estimated Delivery Date: _____

Contact Information

Company Name: _____

Company Address: _____

City, State, Zip: _____

Phone: _____

Email Address: _____

Print Contact Name: _____

Title: _____

Signature: _____

Date: _____



Exhibit A

(Insert)

Bidder's Proposed Quote



Certification of Compliance with Specifications

The undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Texas, and hereby that he or she has examined and fully comprehends the requirements and specifications for the Friendswood ISD.

We propose to furnish said items or services quoted and guarantee that, if the order is place with us, we shall furnish said items in accordance with your specifications ad requirements unless otherwise indicated.

Company Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ Email Address _____

Signature _____

Deviation Statement

In the event the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THE ENCLOSED DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

Alternate request:

Bidders must submit to owner, ten (10) working days prior to bid opening, in writing, a request for approval of any equipment they contemplate furnishing as an alternate to items specified. Bidder must also submit, with this request any deviations from this specification. Failure to do so will result in rejection of proposed bid.

AWARD

The award will be made to the lowest responsible bidder meeting specifications. It is not the policy of the Friendswood ISD to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which requirement, terms of delivery, past service and experience are among the factors that be considered in determining the responsible bidder.

In the event the low bidder refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder.

This bid will be awarded to the low bidder for each line item meeting specifications or the total bottom line bid at the discretion of the Friendswood ISD.



**CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION
REVIEW BY SERVICE CONTRACTOR**

Certifying Affidavit submitted to:

Name of School District: _____

Mailing Address: _____

Project/Agreement: _____

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to _____ Independent School District (the “District”) the following (please check the option that applies):

Such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees of the contracting firm who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the contracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

Such firm has ensured that all employees of the contracting firm have submitted to



the DPS all information necessary for use in obtaining criminal history record information, but such firm does not have access to the results of the criminal history search.

No employees, including the undersigned, have or will have direct contact with students, as defined by Tex. Admin Code §153.1101(7).

If the public work involves an existing “instructional facility,” as defined by Tex. Ed. Code §46.001, such firm certifies that (1) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (2) that the contractor has adopted a policy prohibiting employees, including subcontractor employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area. Such firm further certifies that it has an ongoing responsibility to make a reasonable effort to ensure that the aforementioned conditions/precautions continue to exist throughout the time that the contracted services are provided.

(2) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any subcontractor of the contracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee’s or independent contractor’s national criminal history record information has been reviewed, cleared and certified, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(3) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited



by District policy, the contracting firm will immediately remove or cause the removal of such employee from the Project or scope of the Agreement and notify the District.

(4) If applicable, the undersigned agrees that its use of the District’s DPS LEE Pass account/number to obtain criminal history information in no way creates any agency relationship between the District and the undersigned or its employees.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

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

Notary Public _____ State of _____

My Commission expires _____



FRIENDSWOOD ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

(2020 Update)

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, and submitted with proposal to Friendswood ISD)

Friendswood ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of Friendswood ISD that (1) requires an action or vote by the Friendswood ISD Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov’t Code Chapter 305. If applicable, the business entity must submit a Disclosure of Interested Parties (Form 1295) to Friendswood ISD at the time business entity submits the signed contract/proposal. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom Friendswood ISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(1).

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(3).

“Controlling interest” means:

- a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).

“Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- a) receives compensation from the business entity for the person’s participation;
- b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” vendors must electronically complete, print, sign, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity.

The completed Form 1295 with the certification of filing must be filed with Friendswood ISD by attaching the completed form to the vendor’s proposal. Friendswood ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the contract is approved by Friendswood ISD. After Friendswood ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from Friendswood ISD.



CONFLICT OF INTEREST DISCLOSURE

The following is issued in accordance with State Law and FISD Board Policy BBFA (LEGAL). Failure to make disclosure shall be grounds for termination of any contract entered into with said vendor or proposer.

1. The undersigned states that he/she nor the company listed herein has never had or does not have a business relationship with a Board member, member of the Administration or a member of the Staff of Friendswood Independent School District regardless of the nature or amount.

Signed: _____

Printed Name: _____

OR

2. The undersigned states that he/she and/or the company listed herein has had or does have a business relationship with a member of the Board, Administration or Staff of Friendswood Independent School District regardless of the nature or amount.

Signed: _____

Printed Name: _____

If you signed under #1, you do not need to complete the Conflict-of-Interest Questionnaire (Form CIQ).

If you signed under #2, you *must* complete the Conflict-of-Interest Questionnaire (Form CIQ).

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Exhibit

2022-23 EDGAR CERTIFICATIONS ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount:**

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

(A) [Applicable ONLY to contracts in excess of \$250,000.] 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 FISD expends federal funds, FISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

(B) [Applicable ONLY to contracts in excess of \$10,000.] 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.

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

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



(C) [Applicable ONLY to federally assisted construction contracts.] 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 FISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

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

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

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



(E) [Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] **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 FISD 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 FISD resulting from this procurement process.

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

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

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

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

(G) [Applicable ONLY to contracts in excess of \$250,000.] **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 \$250,000 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 FISD, Vendor certifies that during the term of an award for all contracts by FISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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



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

Pursuant to Federal Rule (H) above, when federal funds are expended by FISD, Vendor certifies that during the term of an award for all contracts by FISD resulting from this procurement process, 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 Vendor agree? **YES _____** Initials of Authorized Representative of Vendor

(I) [Applicable ONLY to contracts in excess of \$100,000] 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 FISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by FISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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



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

Does vendor agree? **YES** _____ Initials of Authorized Representative of vendor

(K) Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree? **YES** _____ Initials of Authorized Representative of vendor

(L) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and 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).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? **YES** _____ Initials of Authorized Representative of vendor



RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When FISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of FISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

FISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

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

Vendor agrees that the District's Inspector General 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 interview and discussion relating to such documents.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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



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

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____



FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

You must check A, B or C and sign below:

- A. Our firm is a publicly held corporation, therefore, this reporting requirement is **not applicable**.
- B. Our firm **is not** owned or operated by anyone who has been convicted of a felony.
- C. Our firm **is** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Individual(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

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

Company Name: _____

Authorized Official’s Name (Printed): _____

Signature of Company Official: _____ Date: _____



NON-COLLUSION STATEMENT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the **Friendswood Independent School District** that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal;

the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the **Friendswood Independent School District** concerning this proposal on the basis of any consideration not authorized by law;

the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal;

the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the **Friendswood Independent School District** in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the **Friendswood Independent School District** in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

the Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

FIRM NAME

ADDRESS

CITY/STATE/ZIP

TYPED NAME OF REPRESENTATIVE(S)

SIGNATURE OF REPRESENTATIVE(S)

DATE



INSURANCE

Unless otherwise agreed to by FISD, the Supplier shall carry insurance with responsible carriers acceptable to FISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to FISD indicating compliance with this paragraph.

Type of Coverage	Minimum Limits
1. Commercial General Liability	\$1,000,000 Combined Single Limit; \$500,000 Combined Single Limit Each Occurrence
2. Automobile Liability: Bodily Injury & Property Damage for all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit Each Occurrence
3. Workers' Compensation and Employer's Liability	As statutory provisions require in the State of Texas
4. Employer's Liability	\$500,000 Each Accident; \$500,000 Disease Policy Limit; \$500,000 Disease Each Employee
5. Excess Liability	\$500,000 Each accident; \$500,000 Aggregate
6. Professional Liability (errors and omissions) will be required.	

The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above prior to the commencement of any work. The Supplier shall maintain such insurance in full force and effect throughout the duration of the contract/agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the contract/agreement, Supplier shall supply FISD with equivalent assurance to the required insurance, acceptable to FISD.

FISD shall be named as an additional insured on the automobile and commercial general liability policy. FISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of FISD in the workers' compensation, automobile, and commercial general liability policies. The Supplier's insurance provider(s) shall provide FISD with original certificates of insurance, acceptable to FISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to FISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of FISD that it is able to satisfy the deductible.

Notice regarding insurance and **cancellation or changes** should be mailed to:

Amber Petree, CFO
Friendswood Independent School District
302 Laurel Drive
Friendswood, Texas 77546

FISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by FISD, depending on the type of project.

Self-insurance: A Supplier who self-insures for workers' compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers' Compensation Commission. By signing the Certification Sheet, the Supplier certifies that he/she possesses such certificate and shall furnish a copy of the certificate with the response.



STATE CERTIFICATIONS FORM

Date:		Federal Tax ID# :	
Vendor Name:			
Printed Name of Representative:			
Title:			
Signature:			

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

[Govt Code 2252 (SB252)]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

[Redacted] Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

[Govt Code 808 (HB89)]

The following certification shall apply if:

- (a) Vendor is not a sole proprietorship;
- (b) Vendor has ten (10) or more full-time employees; and
- (c) this Agreement has a value of \$100,000.00 or more.

(Otherwise, this certification is not required.)

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include 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 with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Redacted] Initials of Authorized Representative of Vendor



VENDOR REQUEST FORM

NOTE: SUBMISSION OF THIS FORM DOES NOT GUARANTEE YOUR COMPANY IS AN APPROVED VENDOR. This Vendor Request Form is intended to gather basic vendor information and identify those vendors desiring to do business with FISD. This form does not imply or guarantee receipt of any notification to bid or request for proposal.

Company Name:	
Types of Goods/Services:	
Contact Person:	
Title:	
Remit to Address:	
Phone:	
Email:	
Website Address:	

PURCHASING COOPERATIVES

FISD prefers to purchase under government cooperative contracts when possible. If applicable, please check any cooperatives your company currently has a contract with. (A complete list of purchasing cooperatives that FISD uses can be found on our website.)

BuyBoard	HCDE - Choice Partners	DIR
US Communities	Region 4 – TCPN/National IPA	OMNIA
Region 5 - SE Texas	Region 6 – EPIC6	Region 8 - TIPS
Region 19 – Allied States	Region 20 - PACE	TxSmartBuy
Other:		

BID NOTIFICATIONS

Bid notifications and request for proposals (RFP's) for all goods, commodities and services are advertised in the *Galveston County Daily News* and/or the *Friendswood Reporter News*. Effective 9/1/2018, Friendswood ISD's Purchasing Department began using *Public Purchase*, a web-based e-procurement service. In order to receive our electronic bid notifications, you must register online with this new system.

Instructions can be found on our website: <https://www.myfisd.com/departments/purchasing/vendor-information>

Completed forms should be submitted to (email is preferred):

Carol Blain, Purchasing Coordinator cblain@fisd12.net
Friendswood ISD – Purchasing Dept.
302 Laurel Drive; Friendswood, TX 77546
281-482-1267 Ext 6608

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Checklist of Required Forms

- ❖ Summary of Proposed Pricing & Contact Information
- ❖ Exhibit A: Proposed Quote
- ❖ Certification of Compliance with Specifications
- ❖ Certification of Criminal History Record Information
- ❖ Certificate of Interested Parties – Form 1295
- ❖ Conflict of Interest Disclosure
- ❖ Conflict of Interest Questionnaire (if applicable)
- ❖ 2022-23 Edgar Certification
- ❖ Felony Conviction Notification
- ❖ Non-Collusion Statement
- ❖ Insurance Requirements – General Services
- ❖ State Certifications
- ❖ Vendor Request Form
- ❖ W-9 Form