

Texarkana Independent School District
Request for Proposal for Awards, Trophies, and Promotional Specialty Items Vendors
an On-going Basis until Tuesday, May 30, 2028
Initial Deadline is 1:30 P.M. Tuesday, July 11, 2023
Proposal Period will be July 27, 2023 to July 27, 2028

The Texarkana Independent School District is requesting proposals for awards, trophies, and promotional specialty items vendors. The following criteria will be used in determining the vendors to award the contract to:

- a. the cost (short term 40 pts. and long term 5 pts.); **45 points**
 - b. the reputation of the vendor and of the vendor's goods or services and quality of the vendor's goods or services (reputation 10 pts. and quality 20 pts): **30 points**
 - c. the vendor's past relationship with the district; **2 points**
 - d. the extent to which the goods or services meet the district's needs; **20 points**
 - e. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; **1 point**
 - f. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in the state of Texas; **2 points**
- Total possible points **100**

Vendors should submit their proposal to the Texarkana Independent School District by the 1:30 P.M., Tuesday, July 11, 2023 deadline in order to be considered during the initial evaluation. Proposals should be mailed or delivered to the address below:

Texarkana Independent School District
Attn: Purchasing Department Proposal - RFP Awards
4241 Summerhill Road
Texarkana, TX 75503

The District does *not* have policy in place to accept electronic submissions of proposal documents. Electronic submissions may not be accepted. The Proposal should be signed and all certifications and acknowledgements of terms and conditions initialed by an authorized agent of the entity proposing.

Please fill out all the required terms and conditions, certifications, and forms and return to the Purchasing Department by the initial proposal opening deadline in order to be considered during the initial evaluation and award period, July 2023.

This is a multi-year proposal, it will be awarded for a one year term and have four additional one year automatic renewal periods for a potential total of five years. Pricing for a multi-year proposal will be based on a percentage discount from a published catalog/price list for a set period of time. Due to the length of contract period and scope of items it covers, this proposal will be awarded to multiple vendors.

Please provide your current catalog or published price list with your proposal so items other than from the sample list may be considered.

TISD reserves the right to issue a separate RFP during the course of this contract for specific one-time purchases if it feels it would be in our best interest to do so.

TISD reserves the right to obtain quotes from more than one of the awarded vendors for a purchase if it feels it would be in its best interest or to comply with federal funds purchasing requirements.

Texarkana ISD reserves the right to accept or reject any and all proposals, waive technicalities, and award the proposal to best serve the interest of the District.

Please direct questions in writing via email to all: david.defoy@txkisd.net , and angel@txkisd.net with solicitation number listed above in subject line.

The District Administrative Offices will be closed July 3 to July 6, 2023. Messages will be checked periodically during this period.

Sincerely,
David DeFoy
Director of Purchasing and Special Events

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<u>Sample Item Description</u>	<u>Qty.</u>	<u>Brand / Model / Item #</u>	<u>List or Catalog Unit Price</u>	<u>Discount % off List or Catalog Price</u>	<u>Unit Price after Discount Applied</u>
1 Trophy for Volleyball, Marco SSR17, 6.25" tall, engraved with student name	1				
2 Medals for Track, set with neck ribbon, gold/silver/bronze, 1st, 2nd, 3rd	1				
3 Reed and Barton Equinox 10" crystal bowl	10				
4 Umbrella, 48" ARC, 2 tone, inversion, silk screen, "Texarkana ISD"	500				
5 Wristbands, printed message, 1/2" solid orange color, adult size	100				
Categorical Discount Percentage or Percent Mark-Up on Cost (over period of contract)					
6 Trophies and Plaques					
7 Medals					
8 Ribbons					
9 Pens					
10 _____					
11 _____					
12 _____					
13 _____					
14 _____					
15 Engraving fees					

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Signature Sheet

By signing below, you are indicating that you are the authorized agent of the company proposing and are binding your company to the terms and conditions herein.

Authorized signature: _____

Typed name: _____

Company name: _____

Company address: _____

Phone number: _____

Email address: _____

Date: _____

**Texarkana Independent School District
Prior Experience, References, HUB and Residency Form**

Has Vendor had prior business experience with the District (up to prior 15 years)? _____

Please provide three (3) references, preferably from other school districts or other governmental entities who have purchased your services or products within the last three years.

	Company Name	Contact Person	Valid Email Address	Phone
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Does Vendor have its principal place of business in the State of Texas? _____

Does Vendor employ over 500 persons in the State of Texas? _____

Is Vendor registered as a Historically Underutilized (HUB) Vendor in the State of Texas, if yes please provide certificate? _____

Evaluation criteria points will not be awarded for HUB vendor status for evaluation for usage of federal funds.

A district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. Gov't Code 2252.002 This requirement does not apply to a contract involving federal funds. A district shall use the information published by the comptroller under Government Code 2252.003 (Publication of Other State's Laws on Contracts) to evaluate the bid of a nonresident bidder. A district may rely on information published under Government Code 2252.003 to meet the requirements of Government Code 2252.002. Gov't Code 2252.003-.004. This section does not apply to federal funds purchases.

Vendor acknowledges that is has read and understands the residency statement above and certifies that Vendor has truthfully provided past experience, references, HUB information? _____ Yes Initials of Authorized Representative of Vendor.

**Texarkana Independent School District
Standard General Terms and Conditions**

1.0 Agreement	An agreement will be made and entered into by and between the Texarkana Independent School District (herein referred to as the "District" respectfully), a public school district and political subdivision of the State of Texas, having its principal place of business at 4241 Summerhill Road, Texarkana, Texas 75503 and an awarded Vendor (herein referred to "Vendor" respectfully). An awarded vendor will be a vendor that has responded to a solicitation as per the terms and conditions set forth herein and been evaluated, recommended to and approved by the District's Board of Trustees. The term "agreement" and "contract" may be used synonymously in the Agreement.
Does Vendor agree to Agreement terms? Yes _____ Initials of Authorized Representative of Vendor	
1.1 Length of Agreement	Agreement term is (1) year with four (4) additional one (1) year automatic renewals for a total of five (5) possible years starting July 27, 2023.
Does Vendor agree to Length of Agreement terms? Yes _____ Initials of Authorized Representative of Vendor	
1.2 Termination of Agreement	The District or the awarded vendor may terminate an award under this solicitation at will for cause or no cause for convenience with written notice.
Does Vendor agree to Termination of Agreement terms? Yes _____ Initials of Authorized Representative of Vendor	
1.3 Incorporation of Solicitation	The District solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into the agreement as if copied verbatim.
Does Vendor agree to the Incorporation of Solicitation terms? Yes _____ Initials of Authorized Representative of Vendor	
1.4 Estimated Quantities	It is specifically understood and agreed that the quantities shown on the proposal form are estimates, based on projected use, and are for proposal purposes only. The District has no commitment to the vendor to purchase a specific quantity until a Purchase Order is issued. Any increase in quantities will be paid for at the proposed price, unless required by law to be re solicited. It is further understood that the supplier will not have any claim against the District for the purchase of quantities less than the estimated amount.
Does Vendor agree to the Estimated Quantities terms? Yes _____ Initials of Authorized Representative of Vendor	
1.5 Discount Basis	Agreements made under solicitations for Indefinite Delivery, Indefinite Quantities (IDIQ) for a fixed period of time will be based on the Vendor's percentage discount (0% to 100%) from Vendor's published price, whether in a catalog, website, store, shelf, menu, or other published pricing. The discount will be in effect for the term of the agreement and the final price, published price less the discount, is offered as a ceiling and not a floor because, in order to be more competitive in the individual circumstance, Vendor may offer a larger discount depending on the items or services purchased and the quantity at time of sale. The District does not guarantee any quantity of items or services being ordered any amount of money that will be spent under this type of solicitation.
Does Vendor agree to the Discount Basis terms? Yes _____ Initials of Authorized Representative of Vendor	
1.6 Long Term Cost Basis	Agreements made under this solicitation for Indefinite Delivery, Indefinite Quantity (IDIQ) for a fixed period of time will be evaluated for long-term cost in part based on the Vendor's published list price increases and decreases over the length of the agreement. Vendor will propose a percentage, X%, annually over the initial proposed pricing that unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with District, if requested. Vendor agrees not to increase prices more than X%, except when justified by supporting documentation.
Does Vendor agree to the Long-term Cost Basis Terms? Yes _____ Initials of Authorized Representative of Vendor	

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2.1 Product Standard	<p>When a brand name and/or identification numbers are shown on the proposal pricing forms, they are descriptive and not restrictive and indicate an acceptable standard, the features of which must be considered when proposing equals. This brand name is used only to establish a quality level, and basic features required. Proposals on equivalent or better items are encouraged, but must be accompanied with appropriate information for evaluation purposes. Failure to include such information may disqualify the proposal on that item. If proposing on other than reference specifications, proposal must identify manufacturer, brand, model, etc., of the article being offered. If other than brand(s) specified is offered, complete descriptive information in literature form of each article being proposed must be included with the proposal. If proposer takes no exception to specifications of reference data, proposer will be required to furnish brand names, models, etc., as specified.</p>
<p>Does Vendor agree to Product Standard terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
2.2 Samples/Demonstrations	<p>Samples and/or demonstrations for evaluation purposes must be provided, by the Vendor, at no cost or obligation to the District, within (3) days of request unless specified otherwise in the Special Terms and Conditions. Samples, if not destroyed in examination, will be returned to the bidder on request, at the Vendor's expense. Each sample, when requested, should be marked "Product Sample" and include Vendor's name, address, phone number, solicitation number and item number.</p>
<p>Does Vendor agree to Samples/Demonstrations terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
2.3 Shipment / Delivery / Inspection / Testing	<p>The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the District. If a delay in said delivery is anticipated, the Vendor shall notify the District as to why delivery is delayed and shall provide an estimated time for completion of the order. The District may cancel the order if estimated delivery time is not acceptable or not as agreed. The District expressly reserves all rights under law, including but not limited to the Texas Business and Commerce Code, to inspect the Deliverables at delivery, and up to thirty (30) days after District's first use of the Deliverables, and to reject defective or non-conforming Deliverables All goods are subject to inspection and testing by the District for compliance with the Agreement and/or solicitation specifications by the District. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by the Vendor.</p> <p>Goods, which have been delivered and rejected in whole or in part, may be, at District's option, returned to the Vendor at Vendor's and expense or disposed of in accordance with District's policies. The vendor may request that rejected goods be held by District at District's risk for a reasonable period of time for later disposition at the Contractor's expense. Latent defects may result in revocation of acceptance of any product.</p>
<p>Does Vendor agree to Shipment / Delivery/ Inspection/ Testing terms? Yes _____ Initials of Authorized Representative of</p>	
2.4 Payment	<p>The District shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the District. The District will make payments directly to the Vendor after receiving invoice, and after item, work, or service is received/completed or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties. Payment will be made by check or procurement card.</p>
<p>Does Vendor agree to Payment terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
2.5 Non Appropriation	<p>This agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the District pursuant to this agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the district for that fiscal year only, and shall not constitute an indebtedness of the District of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.</p>
<p>Does Vendor agree to Non-Appropriation terms? Yes _____ Initials of Authorized Representative of Vendor</p>	

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2.6 Invoices	<p>The awarded vendor shall submit invoices or payment applications to the District. Each invoice or payment application shall include the District's purchase order number or other identifying designation as provided in the order by the District. If applicable, the shipment tracking number or pertinent information for verification of District receipt shall be made available upon request. Invoice shall show Vendors published list price and the agreed to discount on the invoice unless agreed to otherwise.</p> <p>Does Vendor agree to the Invoice terms? Yes _____ Initials of Authorized Representative of Vendor</p>
2.7 W-9	<p>The District requires the government's most recent version of the W-9 Request for Taxpayer Identification Number and Certification form to be on file with District for the length of the agreement. Enclosed is the most current W-9 form. Vendor will fill out and file form with District. W-9 instruction will be provided upon request to District by Vendor.</p> <p>Does Vendor agree to the W-9 terms? Yes _____ Initials of Authorized Representative of Vendor</p>
3.1 Deviations	<p>If the Vendor intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal solicitation, all such deviations must be listed on the deviations form, with complete and detailed conditions and information included or attached. The District will consider any deviations in its proposal award decisions, and the District reserves the right to accept or reject any proposal based upon any deviations indicated on the form or in any attachments or inclusions. In the absence of any deviation entry on the form, the proposer assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> <p>Does Vendor agree to Deviation terms? Yes _____ Initials of Authorized Representative of Vendor</p>
3.2 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract or agreement issued by the District resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Bowie County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. The District does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p> <p>Does Vendor agree to the Jurisdiction and Service of Process Terms? Yes _____ Initials of Authorized Representative of</p>
3.3 Remedies for Protest	<p>Protest procedure is outlined in the District's Purchasing and Procedures manual located at www.txkisd.net/departments/purchasing . The parties shall be entitled to exercise any right or the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the District to an arbitration resolution of any disagreement under any under the terms of the Agreement, may, after denial of the Board of Directors, be subject to mediation at the request of either party under any circumstances. Any claim arising out of or related to the Agreement, except for those specifically waived issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Bowie County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Does Vendor agree to Remedies for Protest terms? Yes _____ Initials of Authorized Representative of Vendor</p>

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3.4 Legal Obligations	<p>It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.</p> <p>Does Vendor agree to the Legal Obligation terms? Yes _____ Initials of Authorized Representative of Vendor</p>
3.5 Force Majeure	<p>If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, acts of war, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, strikes, lockouts, or other industrial disturbances, breakage or accidents to machinery, pipelines or canal, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party of parties when such settlement is unfavorable in the judgment of the party having the difficulty.</p> <p>Does Vendor agree to the Force Majeure terms? Yes _____ Initials of Authorized Representative of Vendor</p>
3.6 Indemnification	<p>The District is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract or agreement to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p> <p>Does Vendor agree to the Indemnification terms? Yes _____ Initials of Authorized Representative of Vendor</p>
3.7 Indemnity	<p>The Vendor agrees to indemnify and hold harmless and defend the District, it's officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. No Limitation of liability for damages for personal injury or property damage are permitted or agreed to by the District. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.</p> <p>Does Vendor agree to the Indemnity terms? Yes _____ Initials of Authorized Representative of Vendor</p>

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3.8 Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the District and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Does Vendor agree to the Infringement terms? Yes _____ Initials of Authorized Representative of Vendor	
3.9 Modification	Modifications to the agreement may need to be made during the life of the agreement period and are allowable. Modifications may not be made that substantially change the terms of the agreement in such a way that had other vendors known of the modification in advance, they may have proposed differently and more competitively. All modifications must be agreed to in writing by both parties or their authorized agents and will become part of the agreement as an amendment or addendum.
Does Vendor agree to Modification terms? Yes _____ Initials of Authorized Representative of Vendor	
3.10 Novation	If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.
Does Vendor agree to Novation terms? Yes _____ Initials of Authorized Representative of Vendor	
3.11 Survival Clause	All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and District under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by the District and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement
Does Vendor agree to Survival terms? Yes _____ Initials of Authorized Representative of Vendor	
4.1 Advertising	Vendor shall not advertise or publish, without District's prior consent, the fact that Vendor has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
Does Vendor agree to advertising terms? Yes _____ Initials of Authorized Representative of Vendor	
4.2 Antitrust Certification Statements	I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this solicitation request, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this solicitation request 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 Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this solicitation request 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 Vendor affirm? Yes _____ Initials of Authorized Representative of Vendor	

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4.3 Audit Rights	<p>Due to transparency statutes and public accountability requirements of the District, the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by the District that utilize this Agreement. The District reserves the right to audit the accounting of Vendor's related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, the District shall have authority to conduct audits of Awarded Vendor's pricing that is offered to the District with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that the District is made aware of any pricing being offered to the District that is materially inconsistent with the pricing under this agreement, the District shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to the District.</p>
<p>Does Vendor agree to audit rights terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.4 Conflict of Interest	<p>State and Federal law requires disclosure of certain conflicts of interest to the District. If Vendor has any conflicts of interest, real, apparent, or potential, with the District, Vendor will report them on enclosed Form CIQ. If no conflicts exist, Vendor will write vendor name at top of Form CIQ and "no conflicts" across form. Vendor shall notify District of any conflicts that may arise during the agreement term as required by law.</p>
<p>Does Vendor agree to conflict of interest terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.5 Disclosures of Interested Parties	<p>A district may not enter into a contract with a business entity unless the business entity submits a disclosure of interested parties to the district at the time the business entity submits the signed proposal to the District. This requirement applies only to contracts / agreements the District enters into that require an action or vote by the Board before the contract can be signed, or has a value of at least \$1 million, or is for services that would require a person to register as a lobbyist under Government Code Chapter 305. Exclusions to this requirement are a publicly traded business entity, including a wholly owned subsidiary of the entity; and electric utility; a gas utility. Vendor agrees to create and submit the 1295 form to the District with its proposal documents unless excluded to do so. Instructions are included in the proposal documents.</p>
<p>Does Vendor agree to Disclosure of Interested Parties terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.51 Felony Conviction Notice	<p>Texas Education Code, Section 44.034, requires advance notification of a person or owner or operator of business that has been convicted of felony. Vendor will submit the Felony Conviction Notice Form attached to the solicitation and person completing this proposal certifies they are authorized to do so.</p>
<p>Does Vendor agree to Felony Conviction Notice terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.52 National Criminal History Background Check	<p>Texas Education Code (TEC) §22.0834 and §22.08341 state 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 certify 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. Awarded vendor will obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work TISD premises.</p>
<p>Does Vendor agree to criminal history background terms? Yes _____ Initials of Authorized Representative of Vendor</p>	

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4.6 SDS Sheets	<p>Safety Data Sheets (SDS): The District requires product verification in the form of SDS reports for all items for which the SDS are available. SDS shall be submitted at the time of the proposal opening and with each delivery of those materials. SDS shall be submitted for any product offered as an alternate to the Specifications.</p> <p>Does Vendor agree to SDS terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.7 Licenses	<p>Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. The District reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to an up to 30-day cure period unless prohibited by applicable statute or regulation.</p> <p>Does Vendor agree to the Licenses terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.8 Insurance Requirements	<p>The undersigned Vendor agrees to maintain the following minimum insurance requirements for the District: General Liability \$1,000,000 each Occurrence/ Aggregate; Automobile Liability \$300,000 Includes owned, hired & non-owned; Workers' Compensation Statutory limits; Umbrella Liability 1000000. When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to the District shall not be used as a defense by the vendor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the District if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the District.</p> <p>Does Vendor agree to the Insurance terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.9 Records Retention	<p>The requirements of Subchapter J, Chapter 552, Government Code, may apply to this proposal or agreement and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. The District may not accept a proposal for an expenditure of at least \$1 million that the Board has determined failed to comply with Chapter 552, Subchapter J which requires the Vendor to preserve all contracting information related to the agreement as provided by records retention requirements applicable to the District for the duration of the contract.</p> <p>Does Vendor agree to the Records Retention terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.10 Confidentiality	<p>Subject to the Texas Public Information Act and any legal requirements, neither District nor the Vendor shall disclose any confidential information without prior written approval. As applicable, Vendor shall maintain and process all information it receives from the District in compliance with all applicable data protection/privacy laws and regulations and District policies. Vendor and District understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that District is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability District, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.</p> <p>Does Vendor agree to the Confidentiality terms? Yes _____ Initials of Authorized Representative of Vendor</p>

**Texarkana Independent School District
Standard General Terms and Conditions**

4.11 Questions	<p>Questions for Interpretation and Clarification may be made in writing to the Director of Purchasing and carbon copied the Administrative Assistant for Purchasing at least seventy-two (72) hours prior to the hour for opening of proposals, unless indicated in the proposal specifications. The person submitting the request will be responsible for its prompt delivery. Questions of a ministerial basis will be answered directly and questions of a substantive nature or deemed relevant to the request will be answered with an issued addendum.</p> <p>Does Vendor agree to Questions terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.12 Central Texas Purchasing Alliance	<p>The District is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA), an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. In support of this collaborative effort, all awards made by the District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district. To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.</p> <p>Does Vendor agree to the CTPA terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.13 Meet all Terms and Conditions	<p>Failure to meet all Standard Terms and Conditions may constitute grounds for invalidating the proposal(s).</p> <p>Does Vendor agree to the Meet all Terms and Conditions terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.14 Reservation of Rights	<p>The District reserves the right to accept or reject any or all proposals, the right to waive technicalities, the right to award the proposal in the best interest of the district. All Rights reserved.</p> <p>Does Vendor agree to theReservation of Rights terms? Yes _____ Initials of Authorized Representative of Vendor</p>

**EDGAR, FEDERAL, and TEXAS CERTIFICATIONS
ADDENDUM
FOR ALL TEXARKANA INDEPENDENT SCHOOL DISTRICT
PROCUREMENT CONTRACTS**

The following certifications and provisions are required and apply when Texarkana Independent School District (“TISD”) 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”) in all situations where Vendor has been paid or will be paid with federal funds and also includes terms and conditions which apply where Vendor has been paid or will be paid with State and Local funds:

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when TISD expends federal funds, TISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

Pursuant to Federal Rule (B) above, when TISD expends federal funds, TISD 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. TISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if TISD believes, in its sole discretion that it is in the best interest of TISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by TISD as of the termination date if the contract is terminated for convenience of TISD. Any award under this procurement process is not exclusive and TISD reserves the right to purchase goods and services from other vendors when it is in TISD's best interest.

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report

all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

Pursuant to Federal Rule (I) above, when federal funds are expended by TISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by TISD 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) Certification of Procurement of Recovered Materials – 2 CFR §200.323 A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree to this guideline? YES _____ Initials of Authorized Representative of Vendor

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (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).

(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.

(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.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

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

(L) §200.322 Domestic preferences for procurements.

(a) 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.

(b) For purposes of this section:

(1) "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.

(2) "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 the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any District contract that is entered into.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by TISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When TISD 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 TISD 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

TISD 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. § 200.337

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 Employment Verification FAR 22.18, 74 FR 2731, 48 CFR 52.222-54

As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

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

Certification of Health and Safety Certifications, Licensing, and Regulations

As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.

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

Certification of Compliance with S/M/WBE/Labor Surplus, 2 CFR 200.321

As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises, whenever to the maximum extent possible

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

Certification of Compliance with Texas Family Code

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

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

CERTIFICATION OF HOUSE BILL 89, SECTION 2270.001 TEXAS GOVERNMENT CODE

Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract.

"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 in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

CERTIFICATION OF SENATE BILL 252, SECTION 2252 TEXAS GOVERNMENT CODE

Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract.

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

CERTIFICATION OF SENATE BILL 13, SECTIONS 809 and 2274 TEXAS GOVERNMENT CODE

Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

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

CERTIFICATION OF SENATE BILL 19, SECTION 2274 TEXAS GOVERNMENT CODE

In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

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

CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 and 113 TEXAS GOVERNMENT CODE

PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District : (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

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

CERTIFICATION OF TEC 22.0834 Criminal History Record Information Review of Certain Employees: Fingerprint Background Criminal History Information Checks

Vendors and all their employees that perform work and will have direct contact opportunities with Texarkana ISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Human Resources Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to 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.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

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

CERTIFICATION OF GOVERNMENT CODE 552.104(c)

A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

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

CERTIFICATION OF GOVERNMENT CODE 2272.003(a)

A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a)

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return.

"Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

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

CERTIFICATION OF GOVERNMENT CODE 403.1067(A) Lobbying Restriction – Tobacco Education Grant Funds

A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:

1. Lobbying expenses incurred by the district;
2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

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: _____

If part of an RFP/CSP/BID/RFQ, or other solicitation then return completed form with those documents, otherwise send to the Texarkana Independent School District Purchasing Department, 4241 Summerhill Road, Texarkana, Texas 75503, or email to Angel LeGrand, angel@txkisd.net or David DeFoy, david.defoy@txkisd.net. Questions may be directed to the above emails or by phone to 903.794.3651 ext. 1025 or 1028.

**Texarkana Independent School District
Certificate of Interested Parties – Form 1295**

The District 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 prohibits the District from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to the District at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

All vendors (except a publicly traded business) must electronically complete, print, sign and submit Form 1295 with their proposals or contracts even if no interested parties exist.

Instructions to Vendors:

1. Go to the Texas Ethics Commission Website
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,
2. Register and complete Form 1295 online - include the proposal number and the contract/RFP name,
3. Print a copy of the submitted Form 1295 and sign it - it will have a certification # in the top right corner,
4. Include a copy of the completed signed Form 1295 with the proposal response.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>



Texarkana Independent School District Administration

TO: ALL CURRENT AND PROSPECTIVE VENDORS

FROM: David DeFoy, Director of Purchasing and Special Events

SUBJECT: FORM CIQ: CONFLICT OF INTEREST QUESTIONNAIRE

DATE: January 27, 2023

Pursuant to the State of Texas House Bill 914, attached is form CIQ: Conflict of Interest Questionnaire. Please read, fill out, and return with original signatures the form CIQ to the TISD Purchasing Department at the address below. If you already have a questionnaire on file and no information has changed, you do not need to file this form again. Officers of the District which could apply to this questionnaire include but are not limited to:

Board of Trustees:

Fred Norton	Bryan DePriest	Wanda Boyette
Gerald Brooks	Bill Kimbro	
Paul Miller	Amy Bowers	

Administration:

Doug Brubaker, Superintendent of Schools
Sherri Penix, Deputy Superintendent
Ken Reese, Chief Operating Officer
Anita Clay, Chief Financial Officer
David DeFoy, Director of Purchasing and Special Events
A more comprehensive list of TISD administrators may be viewed online at www.txkisd.net.

Please be sure to include the person doing business with TISD or the vendor name in box #1 of the form.

If you have any questions, please contact the Purchasing Department. You may also refer to the Texas Attorney General Opinion GA-0446 which can be viewed at the Texas Attorney General's website:
<https://www.texasattorneygeneral.gov/opinions/greg-abbott/ga-0446>

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.

FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

(attach additional sheet if necessary)

Details of Conviction(s): _____

(attach additional sheet if necessary)

Signature of Company Official: _____

(Please return form with RFP/CSP response or vendor application.)

