

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

302 Laurel Drive, Friendswood, TX 77546

Phone: 281-482-1267

Date: August 2, 2023

Re: Bid Packet - RFP #23-010-SUPP

Note: Vendors already approved under RFP #21-010 or RFP #22-010-SUPP do not need to submit.

RFP #23-010-SUPP

Promotional Items and Apparel (including Screen-Printing & Embroidery)

Proposals will be received through the [PublicPurchase.com](https://www.PublicPurchase.com) bidding website or by mail or delivery to the following address:

**Friendswood Independent School District
RFP #23-010-SUPP Promo Items & Apparel-Due 8/30/23
Attention: Purchasing Department
302 Laurel Drive
Friendswood, TX 77546**

Proposals will be accepted on or before:

3:00 p.m. Wednesday, August 30, 2023

Proposals mailed or delivered must be plainly marked with the **name, number, and deadline of the RFP.**

Friendswood ISD reserves the right to reject any or all proposals and to accept any proposal(s) determined to be most advantageous to the Friendswood Independent School District and to waive any informality. Any proposal received later than the specified time, whether delivered in person, by mail or submitted electronically, shall be disqualified, and returned to the vendor unopened.

Vendors currently under FISD RFP #21-010 and FISD RFP #22-010-SUPP are already approved and are up for renewal. Those vendors do not need to submit to this supplemental bid.

If awarded, the term of this agreement will be **October 1, 2023 - September 30, 2024**, with the option of one (1) additional one-year renewal.

RFP #23-010-SUPP
Promotional Items and Apparel (including Screen-Printing & Embroidery)

SCOPE

It is the intention of the Friendswood Independent School District (Friendswood ISD) to provide an opportunity for qualified vendors to offer Promotional Items and Apparel (including Screen-Printing and Embroidery) to the district under a supplemental contract to the current RFP #21-010 contract.

Vendors already approved under **FISD RFP #21-010** or **FISD RFP #22-010-SUPP** do *not* need to submit proposals.

The term of this contract shall begin on **October 1, 2023** and shall expire at the same time the existing **RFP #21-010** contract expires which is, **September 30, 2024**. There is also an option of one (1) additional one-year renewal on this contract.

Vendors who do not wish to participate in this proposal, are hereby informed that their services cannot and will not be utilized by Friendswood ISD. Only those responding vendors, who may be awarded a portion of this contract, will be allowed to provide services to any Friendswood ISD campus or department. Purchase orders will be prepared on an "as needed basis" throughout the year. All contract terms must be applicable to any additional schools or departments opened or developed during the term of this contract. Multiple vendors will be awarded.

SPECIFICATIONS

1. The length of this contract shall be for a period of one (1) year from date of award. Minimum discounts will remain firm throughout the term of the contract.
2. Vendors may offer a discount from list price. If you are offering actual list price only with no additional discounts, indicate in the discount section on the Proposal Form as 0% for the discount amount.

If offering a discount on the list price, a detailed price list must be included for a proposal to be considered. The actual cost to Friendswood ISD will be the list price less the percent discount quoted by the vendor in this proposal. If no additional discounts are offered, indicate in the discount section on the Proposal Submittal & Evaluation Criteria Form by circling "no".

Friendswood ISD reserves the right to request a special quote or additional discounts for large volume orders.

3. If there will be no charge for delivery, indicate in the delivery charge section by checking 'No'. If a vendor is unable to include delivery charges in their pricing, indicate a percentage to be added and specify what delivery terms will be offered. If vendor leaves the delivery terms **blank**, then the delivery terms will be calculated as **free**.
4. Purchase orders will be issued on an as-needed basis. The District will not be responsible for any products and/or services rendered without a Friendswood ISD purchase order signed electronically by authorized District personnel and/or proper authorization by the District's Purchasing Department. **Any item(s) delivered to Friendswood ISD without a Friendswood ISD purchase order number may be refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor.** Inside delivery is required as specified on the purchase order.
5. Orders shall be delivered to the various campuses and department locations. All delivery tickets for Promotional Items & Apparel will be signed by school/department end user for verification. All delivery persons are required to sign in with the front desk of the building/campus for security reasons.
6. Invoices shall be emailed to *accounting@fisdk12.net* or mailed to:

Friendswood Independent School District
Accounts Payable Department
302 Laurel Drive
Friendswood, TX 77546
7. All proposals must be submitted with the following forms completed:
 - Proposal Submittal & Evaluation Criteria Form
 - Deviation Form
 - References & Contact Information
 - W-9
 - CID/CIQ
 - Felony Conviction Notification Form
 - State Certifications Form (Non-Terrorist/Non-Boycott Israel)
 - EDGAR Certifications

8. Proposals will be evaluated based on the following 6 criteria:
- The purchase price
 - The reputation of the vendor and the vendor 's goods or services
 - The quality of the vendors' goods and services
 - The extent to which the goods or services meet the District's needs
 - The vendor's past relationship with the District
 - The long-term cost to the District to acquire the vendor's goods or services
9. Friendswood ISD reserves the right to make multiple awards on this contract.
10. The Deviation form is an integral and required part of the official proposal submitted. THE DEVIATION FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL EVEN BY THOSE NOT PLANNING DEVIATIONS. In the event that the vendor intends to deviate from the specifications by utilizing any materials or processes different from those listed, all such deviations are to be listed.
11. Payment Terms - Payment will be made upon receipt and acceptance by Friendswood ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from the receipt of this payment.
12. The District will consider earlier payment terms if such terms are advantageous to Friendswood ISD.
13. Questions concerning this contract should be addressed to the FISD Purchasing Department, cblain@fisdk12.net.

- END Specifications -

RFP #23-010-SUPP
Promotional Items and Apparel (including Screen-Printing & Embroidery)

FORMS CHECKLIST

- Proposal Submittal & Evaluation Criteria Form
- Deviation Form
- References & Contact Information
- W-9
- CID (CIQ if applicable)
- Felony Conviction Notification
- State Certifications Form (Non-Terrorist/Non-Boycott Israel)
- EDGAR Certifications

- OPTIONAL: Additional information as desired by vendor to demonstrate product quality or service capabilities.

OR

- Notice of No Submission

RFP #23-010-SUPP
Promotional Items and Apparel (including Screen-Printing & Embroidery)

PROPOSAL SUBMITTAL & EVALUATION CRITERIA FORM

(Please circle yes or no and fill in blanks when necessary)

Detailed Price list included? Yes No

Catalogs and/or brochures indicating manufacturers included? Yes No

Does your company offer custom designs? Yes No

If yes, please list requirements: _____

Minimum order requirements? Yes No

If yes, \$ _____ Amount of Order

Lead time requirement: _____

Order turnaround time: _____

Discount offered? Yes No

If yes, _____% off catalog or list price

Shipping fee? Yes No

If yes, _____% off total order or \$ _____ flat fee.

If left blank, it is assumed shipping is free.

Set-Up charges? Yes No

If yes, please list specifications: _____

Comments: _____

Name of Vendor

Please Note: Vendors who do not wish to participate in the proposal are hereby informed that their services cannot and will not be utilized by Friendswood ISD. Only those responding vendors which may be awarded a portion of this contract will be allowed to provide service to any Friendswood ISD campus or department.

DEVIATIONS FORM

All deviations to the specifications must be noted on this sheet. In the absence of any entry on the Deviation Form, the vendor assures the buyer of their full compliance with the Specifications and Conditions. The form may be duplicate as needed.

THIS DEVIATIONS FORM MUST BE SIGNED BY EACH VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS BID.

Page/Item # Deviation

Page/Item #	Deviation

If bid contains no deviations, please check the box.

Company Name	Authorized Signature	Date

RFP #23-010-SUPP
Promotional Items and Apparel (including Screen-Printing & Embroidery)

REFERENCES & CONTACT INFORMATION

Financial stability must be demonstrated by each bidder as well as a reliable delivery record to include a list of at least three (3) similar accounts that have utilized their products for a minimum of one year.

NAME OF FIRM	REPRESENTATIVE	PHONE NUMBER
1.		
2.		
3.		

Please provide current contact information:	
Name & Address to Send Orders:	Name & Address to Send Payments:
Phone:	Phone:
Contact Name/Department:	Contact Name/Department:
Email:	Email:

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<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	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

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												
				-				-				
or												
Employer identification number												
				-								

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.



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: _____ Date: _____

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: _____ Date: _____

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.



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)

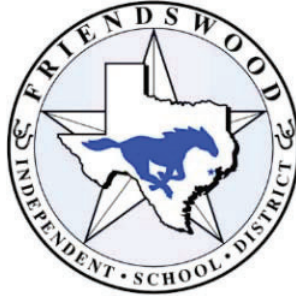
Details of Conviction(s): _____
(attach additional sheet if necessary)

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: _____



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.

 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.

 Initials of Authorized Representative of Vendor



Exhibit

2023-24 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: _____

*RFP #23-010-SUPP
Promotional Items and Apparel (including Screen-Printing & Embroidery)*

NOTICE OF NO SUBMISSION FORM

Please check the appropriate box below, complete the remainder of this form and return it by the scheduled date and time:

	Our Company cannot provide the products, supplies, and/or services listed in this request.
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	We have chosen NOT to submit a proposal at this time, but would like to remain on your list for this proposal category.
--	--

	Please REMOVE our name from all Friendswood ISD lists until further notice.
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PLEASE RETURN THIS FORM TO:

Friendswood ISD Purchasing Department
Notice of "No-Submission" - RFP #23-010-SUPP Promotional Items and Apparel
302 Laurel Drive
Friendswood, TX 77546

Company Name:	
Representative Name:	
Address:	
Phone:	
Email:	
Authorized Signature:	
Title:	
Date:	