

FREDERICKSBURG INDEPENDENT SCHOOL DISTRICT
234 FRIENDSHIP LANE FREDERICKSBURG, TEXAS 78624



Fredericksburg ISD
Inspiring Excellence

Request for Proposal #2023-2024-001

General Discount Bid for As-Needed Vendors

INTRODUCTION

Fredericksburg Independent School District (“FISD” or “District”) is soliciting proposals from qualified vendors for **As-Needed Vendors** per the instructions, terms and conditions, and requirements/specifications stated elsewhere in this solicitation document. Actual purchases and selection of vendors will be based on need, price, availability, location, etc. These items will normally be purchased in small quantities on an as-needed basis by the requesting department(s) within Fredericksburg ISD.

This proposal is being issued in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200 to procure vendors who provide goods and/or services purchased by Fredericksburg ISD potentially using federal funds; all vendors are encouraged to participate by completing all necessary and applicable forms. Resulting agreements may be used by local, federal and grant funded programs.

Proposal responses should provide straightforward, concise information that satisfies the requirements of the solicitation. Links to web sites for supporting documentation are not acceptable.

Respondents are instructed to submit (1) original copy in a plainly marked container/envelope with the vendor’s name, address and solicitation number visible on the outside. Expensive bindings, color displays, and advertising material are not necessary or desired.

Responses must be submitted to the Business Office located in the FISD Central Administration Building. Unsigned, unsealed, or faxed responses will not be accepted. Fredericksburg ISD will not be responsible for mail delivered from the post office

For the initial term, submittals will be opened and reviewed as received to establish the list of available vendors effective August 31, 2023. Thereafter, responses will be reviewed on an incremental basis and the list of available vendors will be updated accordingly. Each year, agreement(s) will auto renew. All vendors wishing to do business with FISD after August 31, 2023, will need to respond to this request; however, once the vendor has responded to this request (and is listed on the FISD Vendor List) there is no need to respond again until the district publishes a new bid.

Vendors who hold a purchasing cooperative contract:

The Fredericksburg ISD list of available vendors includes cooperative contract vendors. If you hold a contract with any of the following cooperatives, it is not necessary for you to respond to this solicitation. As long as the purchasing cooperative contract is in effect, your organization will be included on our list of available vendors.

- TXSMARTBUY
- BUYBOARD

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

- 2013 PURCHASING COOPERATIVE
- NATIONAL IPA
- TIPS
- PACE
- CHOICE PARTNERS
- ESC-REGION 20
- ALLIED STATES COOPERATIVE (ESC-19)
- SOURCEWELL
- OMNIA PARTNERS
- EQUALIS
- CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)

FACILITY LISTING

Central Administration	830-997-9551	234 Friendship Lane	Fredericksburg, TX 78624
------------------------	--------------	---------------------	--------------------------

FREDERICKSBURG ISD CAMPUSES			
Fredericksburg Elementary School	830-997-9595	1608 N. Adams St.	Fredericksburg, TX 78624
Fredericksburg Primary School	830-997-7421	1110 S. Adams St.	Fredericksburg, TX 78624
Fredericksburg Middle School	830-997-7657	110 W. Travis St.	Fredericksburg, TX 78624
Fredericksburg High School	830-997-7551	1107 Hwy 16 South	Fredericksburg, TX 78624
Stonewall Elementary School	830-990-4599	220 Peach St.	Stonewall, TX 78671
Gillespie County High School	830-990-4598	1110 S. Adams St.	Fredericksburg, TX 78624

DEPARTMENTS			
School Nutrition	830-997-9551	234 Friendship Lane	Fredericksburg, TX 78624
Maintenance & Custodial	830-997-0160	239 Billie Drive	Fredericksburg, TX 78624
Athletic Department	830-997-6893	1121 S. Milam	Fredericksburg, TX 78624
Technology Department	830-990-0289	211 W. College St.	Fredericksburg, TX 78624
Transportation	830-997-7417	240 Billie Drive	Fredericksburg, TX 78624

SUBMISSION OF PROPOSAL

Proposals will be received in the Business Office, 234 Friendship Lane, Fredericksburg, Texas, 78624. Faxed proposals are not acceptable.

Respondents are instructed to submit (1) original copy in a plainly envelope with the vendor's name, address and solicitation number visible on the outside. Expensive bindings, color displays, and advertising material are not necessary or desired. Mark clearly on the envelope:

"RFP #2023-2024-001 General Discount Bid for As-Needed Vendors"

Attention: Purchasing Specialist

Fredericksburg Independent School District reserves the right to reject any or all proposals, to waive any technicalities, and to accept the proposal(s) that is determined to provide the best value to the School District.

ADDITIONAL INFORMATION

If you have questions regarding this material, or if you require additional information, all questions must be emailed to Michael Gonzales, Purchasing Specialist, michaelgo@fisd.org. No submitter may contact any person other than the contact listed for Fisd regarding this RFP. RFP documents can be obtained at the following link: <https://fredericksburg.esc11.net/Page/3283>.

TIMETABLE

This section outlines the steps in the procurement process.

Release RFP

August 9, 2023 8:00 AM (CT)

Deadline for Submittal of Proposal

On-Going

DOING BUSINESS WITH FREDERICKSBURG ISD

School districts in the state of Texas are governed by the Texas Education Code (TEC 44.031). As a result, the district publishes a Request for Proposals (RFP) as a tool to build a list of available vendors for our staff to utilize when meeting the needs of our district.

What is a Discount Bid?

A discount bid asks for bids from various categories of vendors for materials, supplies, equipment and services. In responding to the bid, vendors place themselves in a particular category or categories and gives a discount and terms they are willing to grant to the District for items in those categories.

Example: Sod would fall under General Facility/Maintenance/Trade Services (grounds) and the vendor might say they would supply sod to the district, upon request, with a 5% discount below retail pricing.

Do I have to provide a discount in order to be considered responsive?

No. While we appreciate discounts as provided by vendors, a zero-discount response is a response.

What do I do in order to be listed on the list of available vendors for Fredericksburg ISD?

The District must receive a completed packet indicating the category of goods/services available from the vendor. Since this is a bid for various categories, some forms may not apply. We ask that vendors complete the packet to the best of their ability and notify the District, as instructed, if there are any questions.

How will I know if I have been awarded and placed on the list of available vendors?

The vendor will be contacted by email or FISD letter. Email or letter will indicate the category of goods/services available, as well as the discount that was extended.

If I don't respond, will FISD still purchase from my company?

TEC 44.031 states that all school districts must meet competitive bid requirements. There are several methods by which purchases may be made and the district reserves the right to utilize various methods. However, for the purpose of many of the standard operating materials, supplies, equipment and services, Fredericksburg ISD utilizes the request for proposal method for categories by which we forecast an annual aggregate expenditure level of \$50,000.00 or more. While \$50,000.00 is the threshold that requires a competitive process and there are some categories that do not reach that limit. Should the vendor be available via a purchasing cooperative that FISD participates in, the district may utilize that contract.

IMPORTANT INFORMATION FOR VENDORS

If you are a current vendor with Fredericksburg ISD, you must complete this solicitation to remain a vendor effective August 31, 2023.

Responses to this bid will begin the process of producing a list of available vendors effective August 31, 2023. Responses received after August 31, 2023 will be reviewed on an incremental basis.

As an approved vendor, it is the vendor's responsibility to contact the Purchasing office with vendor updates or changes.

An authorized and properly drawn purchase order is the district's standard way of doing business. If the vendor does not accept purchase orders, information should be provided through the documents provided herein as to what payment methods are accepted.

It is the vendor's responsibility to accept orders only through the means stated here. If the vendor does not accept purchase orders, our staff will work through our office to secure approval internally. Verbal orders from district personnel should never be accepted to initiate an order.

The district should only receive invoices for orders that have been properly approved. Fulfilling an order without proper approval could result in untimely payment.

If the vendor is contacted for a quote, it is beneficial for the quote to state the contract being used. For vendors submitting a response to this solicitation, RFP 2023-2024-001 will suffice. For vendors who hold a purchasing cooperative contract, you may provide the quote and utilize this solicitation number or provide the cooperative name and contract number, as applicable.

STANDARD TERMS AND CONDITIONS

1. The following instructions by the Fredericksburg Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process.
2. A response to this solicitation is an offer to contract with Fredericksburg ISD and its members based on the specifications and standard terms and conditions contained in the bid document. Bids do not become contracts unless and until they are both accepted by FISD through notification by the District to the bidder and/or put into effect by the issuance of a purchase order signed by an authorized representative of the FISD Business Office Department.
3. To allow for competition as the District utilizes funding to make day-to-day purchases, it is the intent of the District to award to multiple vendors as determined to be the best value to Fredericksburg Independent School District. After the initial term start date of August 31, 2023 – award will be made to additional/multiple vendors on an incremental basis until the district elects to re-bid. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received, they will be opened, evaluated and either accepted or reject by the District, based on the criteria outlined within the request for proposal.
4. The terms *respondent*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *FISD*, *owner*, *district*, and/or *government entity* refer to Fredericksburg Independent School District.
5. Any explanation desired or questions by a vendor regarding the meaning or interpretation of these instructions or any other documents included in this solicitation must be requested by email, to Michael Gonzales, Purchasing Specialist, michaelgo@fisd.org.
6. The documents contained in this solicitation represent the potential agreement between the successful respondent and the school district and supersedes any prior discussions, negotiations, representations, agreements, written or oral.
7. Proposals submitted by the published due date will be opened and recapped. Trade secrets and confidential information contained in response shall not generally be open for public inspection, but FISD's records are a matter of public record.
8. Any resulting agreements will auto-renew each year. A vendor's response to this solicitation would imply doing so under the same discounts, terms and conditions. It is the vendor's responsibility to make the District aware of any changes throughout the term of the agreement (including but not limited to discounts, company information, etc.).

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

9. The district guarantees no minimum dollar amount in purchase orders against this contract.
10. Unless otherwise stated in the specifications, all supplies and components to be provided shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the term of an awarded agreement the vendor believes the furnishings of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.
11. FISC reserves the right to negotiate price/delivery for service(s)/products(s) identified by this request. The District reserves the right to reject any and all bids that comply with the specifications or to accept a higher bid that complies, when, in judgment of the District, such proposal offers additional value or function, which justifies the difference in price.
12. FISC expressly reserves the right to:
 - a. Reject or cancel any or all proposals for reasons, not limited to: responses received after the published due date, unbalanced value of any items, improper or insufficient guarantee (if required)
 - b. Consider a response irregular if it shows any omissions, alterations of form, additions, or conditions not called for; failure to return all forms and copies; or irregularities of any kind.
 - c. Waive any defect, irregularity or informality and/or minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined to be in the best interest of FISC
 - d. Reissue a request
 - e. Consider and accept an alternate proposal as provided herein when most advantageous to FISC
 - f. FISC has the right to cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
 - g. Procure any item or services by other means to meet time-sensitive requirements
13. Respondents may be disqualified and their response not considered for reasons not limited to:
 - a. Reason for believing collusion exists among respondents
 - b. Reasonable grounds for believing that any respondent is interested in more than one solicitation for the work contemplated
 - c. Where the respondent, any sub-contractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
 - d. Respondent being in arrears on any existing contract/purchase order or having defaulted or failed to perform in a satisfactory manner on a previous purchase order

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

- e. Lack of competency as revealed by pertinent facts, including but not necessarily limited to, experience and equipment, financial statement and questionnaires
14. The solicitation process seeks to find the best overall solution to Fredericksburg ISD. While it is the intent of the school district to obtain the best quality products and/or services at the lowest prices possible, cost is not the only factor in making the determination of best value. Award shall be made to qualified respondents whose response is most advantageous to Fredericksburg ISD. In determining to whom to award a contract and per the Texas Education Code 44.031 (b), the district considers (at a minimum) the following criteria
- a. The purchase price
 - b. The reputation of the vendor and of the vendor's goods or services
 - c. The quality of the vendor's goods or services
 - d. The extent to which the goods or services meet the district's needs
 - e. The vendor's past relationship with the district
 - f. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
 - g. The total long-term cost to the district to acquire the vendor's goods or services
 - h. For a contract for good 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:
 - Has it principal place of business in this state; or employs at least 500 persons in this state
 - i. Any other relevant factor specifically listed in the request for bid or proposals, including compliance with the basic requirements and forms provided in this document
15. The District shall be the sole judge of acceptable proposal responses.
16. Per CH Local of District Policy - All purchase commitments shall be made by the Superintendent or designee, in accordance with administrative procedures, including the District's purchasing procedures. District employees shall not be permitted to purchase supplies or equipment for personal use through the District's business office. **Completing work or providing product without an authorized purchase order may result in non-payment by the district and/or termination of awarded contract.**
17. Performance of service/delivery of goods shall be made to the location identified on each purchase order or resulting contract. Acceptance by the District of any delivery shall not relieve the vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the specifications and shall not waive the District's right to request replacement of defective material.
18. The District is exempt from payment for any Texas Sales Tax or Federal Excise Tax allowed by law.

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

19. If deemed necessary, inspections will be made by authorized District personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.
20. The District reserves the right to cancel part or this entire contract at any time during the term without cause. Notification will be submitted in writing no less than thirty (30) days prior to the effective date. Upon receipt of such notice from the District, vendor shall not thereafter incur, and FISC shall have no liability for, any costs under this solicitation that are not necessary for actual performance of the request between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, FISC shall have no liability to vendor for lost or anticipated profit resulting there from.
21. FISC shall have the right to terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which FISC may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. FISC may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".
22. Vendor shall be considered in default, and such default shall be grounds for the District to terminate any resulting award for this solicitation and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default, in the presence of a failure to perform any of its obligations under any resulting agreement and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. In case of default of the vendor, FISC reserves the right to terminate the purchase order. In case of default of three (3) purchase orders, the district reserves the right to terminate the contract and suspend future business with the vendor.
23. If the successful respondent fails to deliver or defaults on this contract within the time specified in the contract, the respondent shall pay (or have withheld from payments due), at the option of FISC, to FISC as liquidated damages a fee up to 25% of the Purchase Order.
24. No right or interest in this contract shall be assigned or any obligation delegated by respondent without the written permission of FISC. Such consent shall not relieve the assignor of liability in the event of default by its assignee.
25. Discussions/negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/negotiations are conducted, respondents may be required to submit a best and final offer.

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

26. The District reserves the right to utilize other District contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so.
27. Please note that a “gift to a public servant” is a Class A misdemeanor offense if the recipient is a government employee who exercise some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.
28. The District may, by written notice to the vendor, cancel this solicitation without liability to the vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise were offered or given by the vendor, or any agent or representative of the vendor, to any Board of Trustee member, officer, or employee of the Fredericksburg Independent School District with an intent to secure favorable treatment with respect to the award or amending, or the making of any determinations with respect to the performing of such an agreement.
29. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.

Substantial interest includes:

- The person owns 10% or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity
- Funds received by the person from the business entity exceeds 10% of the person’s gross income for the previous year
- The interest is an equitable or legal ownership with a fair market value of \$2,500 or more
- If a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code

Local Government Code Chapter 171

30. Purchases of service or equipment from a business owned in whole or in part by a Fredericksburg ISD employee shall be permitted only when approved by the Assistant Superintendent for Business & Finance and when determination has been made that such equipment or service is not an extension of the employee’s regular job responsibility at the District. Failure on part of Proposer to disclose ownership by the District employee may be grounds for disqualification.
31. Neither the vendor nor the district shall be responsible or deemed to be in default of its obligation to the other to the extent any failure to perform or delay in performing its obligation under any resulting agreement is caused by events or conditions beyond the reasonable control of that party, and are not

due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this document, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided.

32. Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.
33. It is the policy of Fredericksburg Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, not in its employment practices.
34. Any purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.
FISD Board Policy- CH (Local) Purchasing and Acquisition:
"The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

RESPONSIBILITIES OF RESPONDENTS

1. Respondents are cautioned to read this document completely and submit all documents. Each respondent, by submitting a response, represents that he/she has read and understands the proposal. Failure to examine the documents will be at the vendor's risk.
2. Respondents shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer is submitted will be construed by the FISD Board of Trustees to indicate that the respondent agrees to carry out the furnishing of products and services in full accordance with the specifications and other contract documents notwithstanding existing material and labor market conditions. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services as reflected on FISD purchase order.
3. Each vendor shall furnish the information required by the solicitation documents. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be nonresponsive. The vendor must sign the Offer Form and return with the other items identified in this request. Failure to manually sign the offer may disqualify it from being considered. The person signing the documents must initial erasures or other changes. Signatures by an agent are to be accompanied with evidence of his authority unless such evidence has been previously furnished to FISD.
4. One (1) original copy of all required documents as defined in this document should be mailed or otherwise delivered to the following address: Fredericksburg Independent School District, Attn: Purchasing Specialist, 234 Friendship Lane, Fredericksburg, Texas 78624. The building is open between the hours of 8:00 A.M. – 5:00 P.M., Monday – Friday.
5. The vendor should propose his/her lowest and best price. All pricing information shall be entered on the proposal in ink or typewritten. Pricing should include packaging and transportation unless otherwise noted by the vendor.
6. Discount proposed by the vendor shall remain fixed and firm during the term of the contract, unless increased by notification from the vendor.
7. Vendors should complete the reference form by providing names of Texas school districts of comparable size to Fredericksburg ISD (if applicable).
8. **The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items not ordered via this method. Therefore, the purchase order number shall appear on all itemized invoices to ensure payment.**
9. Vendor shall submit itemized invoices on each purchase order in a timely manner following delivery. Invoices shall indicate the purchase order number and the solicitation number.

10. Invoices should be mailed to the address below or emailed to accounts payable@fisd.org.

**Fredericksburg ISD
Attn: Accounts Payable
234 Friendship Lane
Fredericksburg, TX 78624**

11. Checks will be issued to vendors for completed work.
12. The vendor shall make no charge or addition to the accepted price for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by Fisd (unless specified in the specifications) and the above instruments are submitted and the invoice has been accepted by Fisd. All prices shall be F.O.B. destination.
13. The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/respondent.
14. In submitting a response to this solicitation, respondent understands and agrees to be bound by the terms and conditions, provided in this document, which shall be incorporated into any future contracts, agreements, or purchase orders relating to any resulting agreement between the vendor and the Fredericksburg Independent School District. By submitting a response, each respondent agrees to waive any claim it has or may have against Fredericksburg Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the solicitation documents; acceptance or rejection of any responses; and award of contracts, if any.
15. The respondent (suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this solicitation. Proprietary/Trade Secret information pertaining to this request may not be withheld from the District or its Authorized Representative.
16. Respondents are expected to deliver prompt service(s)/product(s) per specifications including warranties. Past performance of respondent may be a factor in awarding future contracts.
17. All work performed, as herein shown under the specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type of good/service.
18. Bidder/Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

19. The Vendor shall be fully responsible for the quality and accuracy of any and all work performed in conjunction with this request. Neither acceptance of such work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

20. It is important that each supplier understand the following information:

All purchases made by the District will be made via a FISD purchase order

Do not provide goods/services absent a duly authorized, signed purchase order

Do not provide goods/services exceeding the quantities contained on the purchase order

21. The title and risk of loss of any goods required in connection with any work done for the district shall not pass to FISD until it actually receives and takes possession of the goods at the point(s) of delivery, i.e., FOB Destination.

22. Delivery should be based on the address as identified on the purchase order.

23. The warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum warranty unless otherwise agreed to in writing.

24. The successful respondent, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas.

25. Successful respondent may be required to provide a copy of insurance coverage to FISD. Insurance certificates may contain a provision, or respondent's signature on this bid/proposal certifies, that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given FISD. Insurance must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the vendor's insurance coverage. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. If the district requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "FISD, Attn: Purchasing Specialist, 234 Friendship Lane, Fredericksburg, TX 78624." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

26. Workers' Compensation: Successful respondent must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability.

WORKERS' COMPENATION Statutory EMPLOYER'S LIABILITY

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

The insurance requirements, as listed also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible in making sure the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

27. Should any policy be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, FISD.
28. The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses from work performed by contractor for the District.
29. The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
30. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.
31. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.
32. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
33. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.
34. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

35. The contractor shall obtain from each person providing services on a project, and provide to the district:
- (a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project and;
 - (b) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
36. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
37. The contractor shall notify the district in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
38. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
39. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (a) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;
 - (b) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
 - (c) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (d) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (1) A certificate of coverage, prior to the other person beginning work on the project

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

- (2) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
 - (3) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter
 - (4) Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project
 - (5) Contractually required each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services
40. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
41. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
42. Except as otherwise expressly provided, respondent shall defend, indemnify, and hold FISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.
43. Respondent shall not limit or exclude any implied warranties, and any attempt to do so shall render this solicitation document voidable at the option of FISD. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the proposal documents, and to the sample(s) furnished by vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
44. Respondent warrants that the product sold to FISD shall conform to the standards promulgated by the federal government including, but not limited to, the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) and the Consumer Product Safety Commission (CPSC). In the event the product does not conform to applicable safety standards, FISD may return the product for correction or

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

replacements at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time (i.e., 2 weeks) correction may be made by FISD at vendor's expense.

45. Respondent agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he/she will notify FISD to this effect in writing within two weeks after the signing of this a contract. If FISD does not receive notice and is subsequently held liable for the infringement or the like, vendor will indemnify FISD for any damages due to such claim. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this document shall be null and void. FISD may pay vendor for the reasonable cost (as determined by FISD) of his/her search as to infringements.
46. Successful respondent shall assign to FISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
47. Respondents will provide their own tools/equipment required/expected of their craft/trade. The contractor is responsible for permits and fees required and compliance with all local, state, and federal rules, regulations, and statutes. The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.
48. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under any award shall not be relevant to determine the meaning of this solicitation document even though the accepting party has knowledge of the performance and opportunity for objection.
49. First, the laws of the State of Texas shall govern this document and its resulting contract. Venue for any disputes arising thereunder shall be in Gillespie County, Texas. Secondly, the laws of the Uniform Commercial Code (UCC) as adopted in the State of Texas and in force on the date of this solicitation shall govern.
50. Use or possession of weapons on school property is strictly prohibited. All District property and facilities are considered a "drug free zone". No one may use, consume, carry, transport or exchange alcohol beverages, tobacco, cigarettes, electronic cigarettes, controlled substances and/ or illegal drugs while in a school district building or while on school district property. The vendor, its company, and its employees shall adhere to this policy.
51. For the safety of students, all vendor personnel will sign visitor log in the office at the campus. An identification badge will be worn as required by the campus administrator. Vendor personnel are expected to maintain proper dress and exhibit a vendor badge or wear vendor issued shirts displaying the vendor logo. All contractors must also be in a uniform that identifies them at all times.

52. All vendor personnel are required to stay within the designated installation areas and may only enter a teacher's classroom when accompanied by District personnel.
53. At the time of offer submission, the person or entity submitting an offer must give 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 this conviction of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly held corporation.
54. Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.
55. Vendors (owners, officers, employees, volunteers, etc.) may not work on District property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:
- Any offense against a child
 - Any sex offense
 - Any crimes against persons involving weapons or violence
 - Any felony offense involving controlled substances
 - Any felony offense against property
 - Any other offense the District believes might compromise the safety of students, staff, or property
56. Products and/or services procured under this agreement may be of a construction nature and will require certification that materials utilized and installed in conjunction with any project involving construction, be it new, renovation or contracted trade services, are free of asbestos and lead. A Toxic Control Affidavit, if required, must be completed and submitted prior to final payment being made.
57. Vendors who perform work inside the FISD facilities are hereby notified, however, that buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both FISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that FISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building.

REQUIRED FORMS

- ☐ Proposal Response Forms
- ☐ Questionnaire
- ☐ References
- ☐ Conflict of Interest Questionnaire
- ☐ Certification of No-Boycott of Israel Form
- ☐ Certification Regarding Terrorist Organizations
- ☐ Iran Contracting
- ☐ Felony Conviction Notification
- ☐ Criminal History Record Information/Certification for Contract Employees
- ☐ Debarment or Suspension Certification Form
- ☐ Non-Collusion Certificate
- ☐ Non-Resident Vendor Form
- ☐ Interlocal Agreement Clause (CTPA)
- ☐ Certification Regarding Firearm Entities and Trade Associations Discrimination
- ☐ Certification Regarding Energy Company Boycotts
- ☐ Civil Rights/Discrimination
- ☐ Intangible Property
- ☐ Compliance with Anti-Trust Laws
- ☐ Compliance with Texas Family Code Provision
- ☐ Prohibited Employment Assistance
- ☐ IRS Form W9 – Request for Taxpayer Identification Number and Certification
- ☐ EDGAR Certifications

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

PROPOSAL RESPONSE FORM

RFP #2023-2024-001 General Discount Bid for As-Needed Vendors

Fredericksburg Independent School District

234 Friendship Lane, Fredericksburg, TX 78624

I / We propose to provide the services and supplies described within the Request for Proposal (RFP) and, if awarded the proposal, do agree to abide by all terms and conditions of the RFP.

I / We represent that we possess the expertise, qualified personnel, facilities, equipment, licenses, and permits necessary to properly and lawfully provide the services and supplies described herein.

I / We affirm that the proposer, the company, or any representative thereof, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any District employee or Board members (nor any member of a District employee's or Board member's family) in connection with a purchase or with this proposal.

I / We affirm that I am/we are duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained on this proposal, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

Pursuant to and in compliance with the project specifications and bidding requirements relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the project specifications.

Authorized Company Representative Name (Printed)

Firm Submitting Proposal

Email Address

Address

Telephone Number

City, State, Zip

Fax Number

Signature of Authorized Company Representative

Email Address

SECTION 1:
GENERAL GOODS AND
SERVICES

RESPONDENT'S PROPOSAL

Respondents must indicate at least one category of goods/services by placing an "X" next to the applicable line item. The line item includes supplies, materials, equipment and/or services as it relates to the category. Failure to select a category may result in disqualification.

VENDOR NAME:			
X	CATEGORY	X	CATEGORY
	Apparel (incl. Embroidery and Dry Cleaning)		Art
	Athletics/Physical Education		Auditorium, Field and Gymnasium
	Audio Visual		Books
	Braille/Interpretation/Translation		Career and Technology
	Cheer and Dance		Classroom/Teaching Aids
	Consulting and other Related Services		Fine Arts
	Food Service (excl. Food)		Fundraising
	Furniture		Instructional Materials
	Janitorial/Cleaning		Library/Media Services
	Livestock		Medical/First Aid (incl. Health, Clinic, Trainers)
	Motorized Vehicles (other)		Moving and Storage
	Office Supply		Outdoor Education
	Paper/Plastic Products		Printing and Signage
	Promotional/Awards/Recognition		Rental and Repair (other)
	Safety and Security (incl. PPE)		Sole Source <i>as identified in TEC 44.031</i>
	Special Education		Staff Development
	Technology		Upholstery
	OTHER:		

DISCOUNT, SHIPPING and ORDER INFORMATION**VENDOR NAME:**

The space below should be used to provide additional category description or details, shipping information and discount/offer.

DISCOUNT INFORMATION**%****Detail:****OTHER:**

SHIPPING INFORMATION (Amount to be charged for shipping and/or handling for all proposed categories)			
% of total order:	%	OR	\$ Flat Rate Charge:
Free Shipping Applies to all orders:	Yes	OR	No
Free Shipping Applies to Orders over:	\$		

Fredericksburg ISD's standard way of doing business is through an authorized purchase order submitted to the vendor, with invoice paid within 30 days of receipts of goods and services. If your organization does not accept purchase orders, please indicate by which payment method you accept. If there is a minimum requirement to accept purchase orders, please notate that here as well. Please note: The inability to accept purchases orders could inhibit the District from doing business. Failure to complete this section would indicate PO's (for any \$\$) are acceptable.

SECTION II:
LOCAL, RETAIL AND RESTAURANT VENDORS

In addition to the other vendor vendors, please provide: Last two
Health Inspection Reports Copy of the permit from the local Health
Dept. Copy of Food Handling Certificate.

VENDOR NAME:										
DELIVERY SERVICES										
Which of the following do you provide (check all that apply):										
Breakfast:		Lunch:		Dinner:						
Does your company provide on-line ordering:			Yes:		No:					
What is the average delivery time once order is placed:										
Is there a minimum order for delivery:			Yes, Amount:	\$		No:				
Can you deliver to all FISD campus/facilities:			Yes:		No:					
Is there a delivery fee:			Yes, Amount:	\$		No:				
How much notice is required for delivery orders:										
Are disposable napkins, tableware, eating utensils and serving utensils provided:							Yes:		No:	

ON SITE EVENT CATERING										
Which of the following do you provide (check all that apply):										
Breakfast:		Lunch:		Dinner:						
Is there a minimum order for delivery:			Yes, Amount:	\$		No:				
How much notice is required for catering an event:										
Are there charges for delivery or set-up			Yes, Amount:	\$		No:				
Is the full menu available for events:			Yes:		No:					
What is the ratio of attendants/servers to guests:			Servers	:		Guests				
Are disposable napkins, tableware, eating utensils and serving utensils provided:							Yes:		No:	

RESTAURANT/DINE-IN EVENTS**Which of the following do you provide (check all that apply):**

Breakfast:		Lunch:		Dinner:	
Do you have a separate room on-site for events:			Yes, Will Accommodate:	#	No:
Is the full menu available for events:			Yes:	No:	

VENDOR NAME:**GROCERY/RETAIL****How are transactions processed at the store level? What should the District be prepared to present to the cashier to complete a transaction?**

Does the store provide online-ordering/delivery? If so, is there a delivery fee? What is the fee?

What types of good are available:

List any other services the store is willing to provide:

VENDOR NAME:	
GENERAL INFORMATION	
What are the days and hours of operation:	
What system is in place to expedite orders (i.e. internet access, telephone, fax ordering):	
If you haven't already, please confirm vendor accepts Fredericksburg ISD's tax exemption status and purchase order. If purchase orders are not accepted, please provide detail as to what type of payment is accepted. Also, provide the payment transaction process.	
Provide company contact name, phone number and email address:	
Provide a list (or attach listing) of all participating restaurant/franchise locations with address and contact information:	
Provide any other pertinent information or processes that you feel	

DISCOUNT, SHIPPING and ORDER INFORMATION

VENDOR NAME:
The space below should be used to provide additional category description or details, shipping information and discount/offer.

DISCOUNT INFORMATION	
%	Detail:
OTHER:	

SHIPPING INFORMATION (Amount to be charged for shipping and/or handling for all proposed categories)			
% of total order:	%	OR	\$ Flat Rate Charge:
Free Shipping Applies to all orders:	Yes	OR	No
Free Shipping Applies to Orders over:	\$		

<p>Fredericksburg ISD's standard way of doing business is through an authorized purchase order submitted to the vendor, with invoice paid within 30 days of receipts of goods and services. If your organization does not accept purchase orders, please indicate by which payment method you accept. If there is a minimum requirement to accept purchase orders, please notate that here as well. Please note: The inability to accept purchases orders could inhibit the District from doing business. Failure to complete this section would indicate PO's (for any \$\$) are acceptable.</p>

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

Please note:

1. If Proposer Company is managed by a Corporate Office, only one proposal document is required for all locations (W-9 must reflect the Corporate Office information).
2. If Proposer Company is an independently owned franchise, one proposal document is required for each location (W-9 must reflect franchise information).

VENDOR NAME:

Please provide any other pertinent information or processes that you feel would be of benefit, attaching additional pages as needed.

VENDOR DATA

FOR PURCHASE ORDER: ORDERING ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone:	
Fax:	
Email address:	
May we submit orders via email:	
Email address, if different:	

FOR PAYMENTS: REMITTANCE ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone:	
Fax:	
Email address:	

QUESTIONNAIRE

Respondents are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Respondent's Questionnaire.

1. Legal name of the company: _____
Authorized point of contact for the company:

Name: _____ Cell phone: _____

Telephone number: _____ Email: _____

Address of office that would be providing service:

2. How many years has your organization been in business under its present name? _____
3. Under what other or former name(s) has your organization operated?

4. Has your organization ever failed to complete any work awarded to it? Yes _____ No _____ If "Yes", please explain: _____
5. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes _____ No _____

If "Yes", please explain: _____
6. Do you currently hold any School District contracts: Yes _____ No _____?
If "Yes", please indicate the name(s) of each school district below:

7. Do you have a net 30-day payment terms? Yes _____ No _____
If "No", please explain: _____
8. Vendor's Accounting Contact Name _____
Phone _____ Email _____

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

Company Name

Signature of Authorized Representative

Printed Name & Title of Company Representative

Date

REFERENCES

List below three (3) institutions/companies for which you have provided similar services for in the past 12 months. Be sure to furnish current contact information for individuals that actually were involved with the projects.

1.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

2.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

3.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

FREDERICKSBURG INDEPENDENT SCHOOL DISTRICT

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Fredericksburg Independent School District (FISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with FISD or who seeks to do business with FISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of FISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of FISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of FISD.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

“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. *Texas Local Government Code 176.001(3).*

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

FISD Board of Trustees include:

Natalie Bowman	Keri Hensley
Mark Cornett	Taylor Ward
Matt Seidenberger	C. Brian Lehne
Judge Edwards	Dr. Joe Rodriguez, Superintendent

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

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.

CERTIFICATION OF NO-BOYCOTT OF ISRAEL FORM

This certification applies only to a contract that:

- (1) is between a governmental entity and a company with ten (10) or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, (person name) _____, the undersigned representative of (company or business name) _____ (hereafter referred to as "Company"), being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001, Texas Government Code:

1. "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, 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
2. "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, except that the term does not include a sole proprietorship.

Company Name

Signature of Authorized Representative

Printed Name & Title of Company Representative

Date

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I, the undersigned agent for the company named below, certify that the company is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the below-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the School District.

Company Name

Signature of Authorized Representative

Printed Name & Title of Company Representative

Date

IRAN CONTRACTING ACT

CERTIFICATION OF ELIGILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE (Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services. To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in (city, state)</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

FELONY CONVICTION NOTIFICATION

Texas Education Code 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.

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) and description of the conduct resulting in the conviction of a felony:

Signature of Company Official: _____

**CRIMINAL HISTORY RECORD INFORMATION
CERTIFICATION FOR CONTRACTOR EMPLOYEES**

Education Code Chapter 22 requires certain entities that contract with school districts to obtain criminal history information regarding covered employees. Contractors must certify to the school district that they have complied with these requirements. Covered employees with disqualifying criminal histories are prohibited from working at a school district. A covered employee is defined as an employee of a contractor or subcontractor who have, or will have, continuing duties related to the service to be performed at the school district and have, or will have, direct contact with students. The School District will be the final arbiter of what constitutes direct contact with students

Contractor may not allow an employee to work at an instructional facility if the employee, during the preceding 30 years, was convicted of one or more of the following offenses, if at the time of the offense, the victim was under 18 years old or enrolled at a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that

☐ None of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. **Or**

☐ Some or all of the employees of Contractor and any subcontractors are covered employees. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee for projects on property.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company Name

Signature of Authorized Representative

Printed Name & Title

Date

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (13 CFR Part 145). Entities ineligible for federal procurement are listed on the "List of Parties Excluded from Federal Procurement and Non-Federal Procurement Programs," published by the System for Award Management (SAM) (www.sam.gov).

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall be reason for disqualification from participation in this transaction. The proposer shall provide immediate written notice to the School District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Proposer's Name _____

Proposer's Address _____

Proposer's Telephone _____

Authorized Company Official's Name (Printed) _____

Signature of Company Official _____

Date _____

NON-COLLUSION CERTIFICATE

The undersigned affirms they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent of the company, corporation, firm, partnership, or individual to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor: _____

Street Address: _____

City, State, Zip _____

Phone: _____

Proposer (Signature): _____

Proposer (printed name & title): _____

Company Officer (Signature): _____

Company Officer (printed name & title): _____

NON-RESIDENT VENDOR FORM

Texas law prohibits cities and governmental units from awarding certain contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidder's state. For information regarding this series of questions, see Texas Government Code Chapter 2252.

Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident.

Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state [Texas], including a contractor whose ultimate parent company or majority owner has its principal place of business in this state [Texas].

Section 2252.002 states, A governmental entity 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 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."

Pursuant to Section 2252.004, this form does not apply to a contract involving federal funds.

Is your principal place of business in Texas? Yes No (Circle One)

If no, in which state is your principal place of business? _____

If your principal place of business is not Texas, does your state favor resident bidders in your state by some dollar increment or percentage? Yes No (Circle One)

If yes, what is that dollar increment or percentage? _____

Signature of Authorized Representative

Company Name

Printed Name & Title of Company Representative

Date

Address

Telephone Number

City, State, and Zip Code

INTERLOCAL AGREEMENT CLAUSE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)

Yes _____ No _____ If you, the Contractor, checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with Fredericksburg Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Fredericksburg Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Fredericksburg Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address:

<https://www.txctpa.org/ctpa-home>

Company Name

Signature of Authorized Representative

Printed Name & Title of Company Representative

Date

CERTIFICATION REGARDING FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Pursuant to Section 2274 of the Texas Government Code I, the undersigned agent for the company named below, certify that the company:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

APPLICABILITY: This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency:

- (1) contracts with a sole-source provider; or
- (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

Company Name

Signature of Authorized Representative

Printed Name & Title of Company Representative

Date

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are 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.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: [http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222-54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Company Name

Respondent Name (printed)

Respondent Signature

Date

CERTIFICATION REGARDING ENERGY COMPANY BOYCOTTS

Pursuant to Section 2274.002 of the Texas Government Code I, the undersigned agent for the company named below, certify that the company does not boycott energy companies and will not boycott energy companies during the term of the Contract.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria:

- (i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code;
- (ii) with 10 or more full-time employees; and
- (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

The clause does not apply to a governmental entity that determines the requirements of Section 2274.002(b) of Tex. Gov’t Code are inconsistent with its duties related to debt obligations or funds as described in Section 2274.002(c) of the Tex. Gov’t Code.

Company Name

Signature of Authorized Representative

Printed Name & Title of Company Representative

Date

CIVIL RIGHTS/DISCRIMINATION

It is the policy of the school district and/or CN purchasing cooperative 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 Agreement, 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), color, disability national origin, race, or gender. Vendor further agrees that every subcontractor entered into for the performance of this Agreement 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 Agreement.

Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

Proposer Certification for “Civil Rights/Discrimination:”

☐ YES, I Agree to the above Initial: _____

☐ NO, I do NOT Agree to the above Initial: _____

INTANGIBLE PROPERTY

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

Proposer Certification for “Intangible Property:”

☐ **YES, I agree to the above.** (Initial: _____)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

COMPLIANCE WITH ANTI-TRUST LAWS

Pursuant to Texas Government Code § 2155.005, 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 bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Proposer Certification "Compliance with Anti-Trust Laws:"

☐ **YES, I agree to the above.** (Initial: _____)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

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. **Select applicable certification:**

☐ The undersigned signatories each certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section [231.006](#) of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the undersigned signatories further acknowledge 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, note "N/A" below.**

Printed Name	Ownership (by %)	Signature

☐ The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section [231.006](#) of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further 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.

Printed Name	Signature

PROHIBITED EMPLOYMENT ASSISTANCE

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Proposer Certification for "Employment Assistance:"

☐ **YES, I agree to the above.** (Initial: _____)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	--

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. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 48%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div style="width: 48%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.
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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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

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.

• 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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

Form W-9 (Rev. 10-2018)

Page 4

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

Form W-9 (Rev. 10-2018)

Page 5

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DISCLOSURE OF INTERESTED PARTIES

Certificate of Interested Parties (Form 1295) – must be completed if required, upon request by FISD (filled out electronically with the Texas Ethics Commission’s online filing application, print, sign, and submit to FISD). Vendors must follow the directions provided specifically listed on the Texas Ethics Commission web-site.

Do not file with Texas Ethics Commission or include in proposal submittal unless requested by FISD at a later date. This is included to provide the necessary notice. For additional information, please go to <https://www.ethics.state.tx.us/filinginfo/1295/>.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <div style="text-align: right;"> (month) (year) </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

The following certifications and provisions are required and shall apply when Fredericksburg Independent School District ("FISD") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by FISD and the FISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between FISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and you must complete and return this form and return it to FISD along with your proposal:**

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, 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) 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 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) 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) 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

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

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) 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 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) 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 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

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

(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) 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) §200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) 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 (J) above.

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

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

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

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. 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. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) 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 (K) above.

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

(L) §200.322 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.

(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, FISD has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

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

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

PROCUREMENT OF RECOVERED MATERIALS

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 the Federal Rule 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

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 § 200.334. 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 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, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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

RFP #2023-2024-001 GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS

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

Vendor agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, Fredericksburg Independent School District, or any of their authorized representatives must have the right of access to any documents, papers, or other records of Vendor which are directly pertinent to Vendor's discharge of its obligations under the Contract in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion related to such documents.

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

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: _____