REQUEST FOR PROPOSALS

Solicitation No: 24-51

For the Provision of

Exterior Door Replacement

RFP Closing (Due Date & Time):
June 27, 2024 at 2:00 PM Central Time

Issued by:
New Braunfels ISD
1000 N. Walnut
New Braunfels, Texas 78130
REQUEST FOR PROPOSAL (RFP)
Solicitation No: RFP 24-51

Summary
The purpose of this Request for Proposals is to obtain competitive Proposals for retaining a General Contractor (GC) or Contractor(s) to furnish, manage, and coordinate all the work for replacement of Exterior Doors at 14 facilities as shown in the attached documents on behalf of the New Braunfels Independent School District.

A Non-Mandatory Pre-Proposal Conference will be held on May 22, 2024 Central Time at District Support Services Facility located at 566 Butcher Street, New Braunfels, 78130.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation in person to 1000 N Walnut Ave, New Braunfels TX 78130. Proposals must be labeled with the RFP # and title.

Proposals will be sealed and date stamped, one (1) original and one (2) copies,

NOT LATER THAN:

SOLICITATION DUE DATE AND TIME (CLOSING):
June 27th at 2:00 PM Central Time

<table>
<thead>
<tr>
<th>TIMELINE</th>
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<tbody>
<tr>
<td>4/23/2024</td>
<td>RFP Release</td>
</tr>
<tr>
<td>5/22/2024</td>
<td>Non-Mandatory Pre-Proposal Meeting at 9:00am, CST</td>
</tr>
<tr>
<td>6/10/2024</td>
<td>Deadline for Questions</td>
</tr>
<tr>
<td>6/27/2024</td>
<td>Proposals Due at 2:00pm, CST (Public Opening Following)</td>
</tr>
<tr>
<td>8/12/2024</td>
<td>Board Recommendation to Award</td>
</tr>
<tr>
<td>8/13/2024</td>
<td>Notice of Award</td>
</tr>
<tr>
<td>8/20/2024 - on or after</td>
<td>Project Kickoff Meeting</td>
</tr>
</tbody>
</table>

A public opening will occur. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any proposal will be disclosed to the public. Scoring and award will not take place until all proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Proposers are solely responsible for ensuring that the New Braunfels Independent School District receives its Proposal. LATE PROPOSALS WILL NOT BE ACCEPTED.

All questions and comments regarding this solicitation must be directed ONLY BY EMAIL to: ddornier@nbisd.org AND greiland@nbisd.org.

PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.
THE DISTRICT MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS.
1. **INTRODUCTION:**
   This Solicitation is 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 NBISD potentially using federal dollars.

2. **DEFINITIONS:**
   The term "District" or “Owner” throughout this document means the New Braunfels Independent School District (NBISD). The term “Proposer” means the person or firm that submits a Proposal in response to this Solicitation. The term “Proposal” or “Offer” means a written response to provide Goods or Services in response to this Solicitation. “Closing” means the date and time specified in the Solicitation as the deadline for submitting Proposals. “Contractor” or “Supplier” means the firm awarded a Contract as a result of this Solicitation.

3. **SOLICITATION REVIEW:**
   Proposers must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District’s attention by protest pursuant to QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST in Section III, protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award (NOI) may not be favorably considered.

4. **BACKGROUND:**
   a. The New Braunfels Independent School District located in New Braunfels, Texas and Comal and Guadalupe Counties is a destination district with top-performing schools.
   b. The District has approximately 9,500 students and 1300 employees which operate one early childhood center, nine elementaries schools, two middle schools, one ninth grade center, one school of choice, one disciplinary alternative education program and a high school.
   c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

5. **SCOPE OF WORK:**
   This solicitation is for retaining a general contractor (GC) or Contractor(s) to furnish, manage, and coordinate all work as shown in the attached documents on behalf of the New Braunfels Independent School District.
   The goal is to replace all Exterior Doors at 14 facilities. This project will encompass the Summer of 2024 (August 2024 - end date March 2025)

6. **CONTRACT:**
   The successful Proposer, selected by the District, will receive a NBISD Services Contract.
   a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
   b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.
   Individual Project Work Authorizations (PWAs) will be issued by the District as needed.

7. **AMENDMENTS:**
   The District may amend a Contract without additional competition.
8. **CONTRACT PERIOD/EXTENSION:**
   a. Selected Proposer will be issued a Contract effective upon full execution, through term – Expire June 30, 2025
   b. The Supplier’s Pricing and Rates must remain firm through March 2025

9. **CONTRACT ADMINISTRATOR:**
   The Contract Administrator for this Master Contract will be the Purchasing Manager, or designee.

10. **DISTRICT REPRESENTATIVE:**
    The District Representative for the project is Daniel Dornier, or designee.

11. **SOLICITATION SCHEDULE:**
    The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. The District reserves the right to deviate from this schedule.

    | Solicitation Milestone                  | Completion Date   |
    |-----------------------------------------|-------------------|
    | Questions                               | June 10, 2024     |
    | Submit Proposals                        |                   |
    | Anticipated Notice of Intent to Award (NOI) | on or around August 13, 2024 |
    | Anticipated Executed Contract           | on or around August 20, 2024 |

12. **CONTACT DURING SOLICITATION:**
    Questions must be submitted in writing via email to ddornier@nbisd.org AND greiland@nbisd.org as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process is permitted. Unauthorized contact regarding this solicitation may subject the offender’s Proposal to rejection.
SECTION II – STATEMENT OF WORK

Solicitation No: RFP 24-51
Replacement of Exterior Doors

1. PURPOSE AND INTRODUCTION:
This solicitation is for retaining a prime contractor or Contractors(s) to furnish, manage, and coordinate all work as shown in the attached documents and the General and Detailed Scope of Work below, on behalf of the New Braunfels Independent School District. Contractor shall be responsible for the removal of the existing exterior door and installation of the new exterior doors and all hardware at New Braunfels High School, County Line Elementary, Walnut Springs Elementary, Lone Star Early Childhood Center, Carl Schurz Elementary & Seele Elementary.

2. OPERATIONAL ATTRIBUTES:
The District requires the project to be completed by March 31, 2025 or as soon as possible. See project milestones below for further information.

3. GENERAL SCOPE OF WORK:
   ● All New Braunfels Independent School District Standards shall be followed.
   ● If there are conflicting standards, comply with the most stringent standards and/or requirements.
   ● All work should be coordinated and scheduled with the Director of Facilities.
   ● See project milestones below for further information.

Please refer to attached plans and specifications. It is intended that the Contractor provides a complete project and coordinates work with the District, Contractors and Consultants hired by the District, and all applicable agencies having authority.

1. Work to include supplying, storing, and handling all required materials.
2. Work includes protection of neighboring finishes and replacement/repair of any damaged surfaces including but not limited to ceiling tiles, wall board, paint, insulation, concrete block, etc.
3. Contractor shall provide all labor, materials, equipment, transportation, and other facilities and services as necessary and/or required to execute all work.
4. All work areas shall be cleaned of any construction debris daily. Contractor is responsible for material removal and disposal. Upon completion of the project, the Contractor is to provide final cleaning of all work installed, replaced, or repaired.
5. Work anticipated to begin following execution of a Trade Services Contract and scheduling with the District's Director of Facilities.

4. DETAILED SCOPE OF WORK:
   A. PLANNING
      1) The District will provide the Contractor with floor plans and facility priorities. Contractor shall establish administrative, technical, and physical safeguards against threats and hazards to the security, integrity, and confidentiality of data contained in the provided materials.
      2) The District will provide Contractor with two (2) individual control keys for each site during actual work performance. Control keys will be returned to the Director of Facilities.
3) Contractor will provide a replacement of doors, hardware, frames (where applicable), closers, exit devices, access control readers (and associated hardware) for all doors listed on Site Map (Attachment 1).
   a. Doors will provide the same functionality as the doors that are being replaced in kind.
   b. Door modifications may be needed and will be acceptable based on site conditions.

4) See Attached Specification for Doors and Frames.

5) Door & Frame Manufacturer to supply all 1” School Guard Glass required for doors and frames.

6) Transom glass is supplied when required for door selection.

7) Bids are for Material, Labor, & Disposal of existing entrances. Training for ADA Operators is also required.

8) Main Entry Doors @ ALL LOCATIONS: Bid needs to include all final wiring and connections to new electrified hardware reusing existing Card Readers, Aiphone and wiring currently in place.

9) Contractor is responsible for all Final Field Dimensions, Tear Out and Disposal of Existing.

10) Confidential Information: Contractor shall not disclose details of the building floor plans, hardware, and progress tracking information outside of the District. This information shall be kept in strict confidence and protected from unauthorized distribution. Contractor shall complete confidentiality agreements as provided by the District.

11) Contractor shall not leave any doors unsecured during performance of work. The Contractor shall ensure the new door is in place and fully functional in all operations before leaving the designated area. If for any reason the door can no longer be secured, the Contractor shall immediately notify the District Representative.

12) Once the existing hardware is removed, the Contractor shall not leave a door in an inoperable, non-secureable state overnight or for an extended period. If this is unavoidable, the Contractor shall notify the District Director of Facilities by 2:30 PM that afternoon.

B. SCHEDULING
   1) Contractor shall provide a door replacement schedule that will be agreed upon by the School District upon acceptance of the contract.

C. IMPLEMENTATION
   1) Contractor shall install new doors and padlocks using Full-Size Interchangeable Core (FSIC), Sargent (SA) - Degree DG1 at all District facilities.

   2) Contractor shall coordinate with the District Representative for access to the facilities.

   3) Where existing hardware (i.e., doorknobs, deadbolts, latches, etc.) is found to be unable to support the new hardware, and/or of defective condition, the Contractor shall annotate the component on the drawings and notify the District Representative. The Contractor will work with the District to determine the necessary hardware to complete the changeout.

D. CLOSE-OUT
   1) After each site completion,

   2) Contractor shall provide the District with a one-year warranty on workmanship. Contractor shall provide any manufacturer’s warranties to the District upon project close-out.
SECTION III – INSTRUCTION TO PROPOSER

Solicitation No: RFP 24-51
District Wide Re-Keying

1. FORMAL SELECTION PROCEDURE:
The District may procure Goods or Services by competitive sealed Proposals.

2. PRE-PROPOSAL CONFERENCE: Non-mandatory May 22, 204 @ 9:00 a.m. (566 Butcher St, New Braunfels)
a. Purpose. The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
b. Statements Not Binding. Statements made by the District's representative at the Pre-Proposal conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.

3. EVALUATION CRITERIA:
The District will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by the required Proposal item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA MATRIX</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Meet the District's needs</td>
<td>30</td>
</tr>
<tr>
<td>ii. Quality of Proposal</td>
<td>25</td>
</tr>
<tr>
<td>iii. Reputation of the vendor</td>
<td>10</td>
</tr>
<tr>
<td>iv. Price Schedule</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>PROPOSAL CONTENT TOTAL</td>
</tr>
<tr>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

4. PROPOSAL EVALUATION:
a. RESPONSIVENESS AND RESPONSIBILITY: The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
i. RESPONSIBILITY OF PROPOSER Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible.
ii. CONTINGENT PROPOSALS. The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
b. CLARIFICATION OF PROPOSALS. After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
c. NEGOTIATION. The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with Texas State Law.
d. OBJECTIVE CRITERIA. The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership, or lifecycle cost formulas.
5. EVALUATION COMMITTEE:
The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators’ area of expertise. Working as a Committee or independently (at the discretion of the District) with copies of the written Proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

6. SCORING/EVALUATION CRITERIA POLICY
Except as provided by Education Code Chapter 44, Subchapter B, in determining to whom to award a contract, the district shall consider:

1. The purchase price.

2. The reputation of the vendor and of the vendor’s goods or services.

3. The quality of the vendor’s goods or services.

4. The extent to which the goods or services meet the district’s needs.

5. The vendor’s past relationship with the district.

6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.

7. The total long-term cost to the district to acquire the vendor’s goods or services.

8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor’s ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.

9. Any other relevant factor specifically listed in the request for bids or proposals.
VENDOR INFORMATION REQUEST

Please include a W-9 with your completed form or use the one provided.

Vendor Name: ____________________________________________________________

REMIT TO ADDRESS- information for submitting payments

Contact Name: ____________________________________________________________
Address: __________________________________________________________________
City, State, & Zip: __________________________________________________________
Phone: __________________________________________________________________
Fax: __________________________________________________________________
Email: __________________________________________________________________

ORDERING INFORMATION- information for submitting orders

Contact Name: ____________________________________________________________
Address: __________________________________________________________________
City, State, & Zip: __________________________________________________________
Phone: __________________________________________________________________
Fax: __________________________________________________________________
Email: __________________________________________________________________

Federal ID: __________________________ or Social Security: ______________________

Are you currently employed by a TRS-covered employer? ☐ Yes ☐ No

Employer Name, if yes: _____________________________________________________

Do you receive a monthly retirement check from TRS? ☐ Yes ☐ No

Is your company incorporated? ☐ Yes ☐ No

Are you a sole source vendor? ☐ Yes ☐ No (If yes, a Sole Source Affidavit may be requested by e-mail if needed)
If your company has an inter-local agreement with any of the cooperatives listed below, please provide the contract number(s) next to the respective cooperative.

<table>
<thead>
<tr>
<th>Cooperative</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>BuyBoard (<a href="http://www.buyboard.com">www.buyboard.com</a>)</td>
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<tr>
<td>Omnia Partners – former U.S. Communities/National IPA/TCPN (<a href="http://www.omniapartners.com">www.omniapartners.com</a>)</td>
<td></td>
</tr>
<tr>
<td>DIR (<a href="http://www.dir.texas.gov">www.dir.texas.gov</a>)</td>
<td></td>
</tr>
<tr>
<td>TIPS (<a href="http://www.tips-usa.com">www.tips-usa.com</a>)</td>
<td></td>
</tr>
<tr>
<td>TXMAS/TXSmartBuy (<a href="http://www.txsmartbuy.com/contracts">www.txsmartbuy.com/contracts</a>)</td>
<td></td>
</tr>
<tr>
<td>PACE (<a href="http://www.pacecoop.org">www.pacecoop.org</a>)</td>
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<tr>
<td>Choice Partners (<a href="http://www.choicepartners.org">www.choicepartners.org</a>)</td>
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<tr>
<td>PCA – Purchasing Cooperative of America (<a href="http://www.pcamerica.org">www.pcamerica.org</a>)</td>
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<tr>
<td>1GPA – 1 Government Procurement Alliance (<a href="http://www.1gpa.org">www.1gpa.org</a>)</td>
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<tr>
<td>E&amp;I Cooperative Services (<a href="http://www.eandi.org">www.eandi.org</a>)</td>
<td></td>
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<tr>
<td>Region 20 – 2013 Purchasing Cooperative (<a href="http://www.esc20.net">www.esc20.net</a>)</td>
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<tr>
<td>Sourcewell (<a href="http://www.sourcewell-mn.gov">www.sourcewell-mn.gov</a>)</td>
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Info. Provided By (print name): ____________________________________________

Title: ___________________________________________________________________

Phone: ___________________________ Fax: _________________________________

Email: _____________________________________________________________________

Signature: __________________________________________________________________

Date: ____________________________
SHORT FORM SUBMITTAL SHEET

Name: ___________________________ Title: ___________________________
Company: _________________________ Email: __________________________
Phone: __________________________ Fax: __________________________

Please describe your firm’s scope: (use additional sheet if needed)
____________________________________________________________________
____________________________________________________________________

Indicate below the discount percentage that you are offering New Braunfels ISD (from shelf price, catalog price, published price list or website): _________

Discount Offer
If the discount above is from catalog/publication/website, list the name of the catalog/publication/website:
____________________________________________________________________

Please indicate any exceptions to your discount:
____________________________________________________________________
____________________________________________________________________

Is this bid valid for all of your store locations? _____ Yes _____ No _____ Does not apply

Return policy – please define: ____________________________________________
____________________________________________________________________

Warranty policy – please define: _________________________________________
____________________________________________________________________

Vendor will accept District Purchase Orders? _____ Yes _____ No
Vendor will accept District check for the amount? _____ Yes _____ No

Notes/Comments: ______________________________________________________
____________________________________________________________________

By signing below, you agree to participate in this bid with the New Braunfels ISD and you attest to the terms, representations and certifications listed in this bid:

Printed Name __________________________ Title ___________________________
__________________________________________ ___________________________
Signature ___________________________ Date ___________________________
H.B. 1476 Disputed Payments

Effective 09/01/2021 (H.B. 1476), relating to a vendor’s remedies for nonpayment of a contract with this state or a political subdivision of this state. Sec. 2251.042. DISPUTED PAYMENT. (a) A governmental entity shall notify a vendor of an error or disputed amount in an invoice submitted for payment by the vendor not later than the 21st day after the date the entity receives the invoice, and shall include in such notice a detailed statement of the amount of the invoice which is disputed. The governmental entity may withhold from payments required no more than 110% of the disputed amount.

SB 13 ENERGY COMPANY BOYCOTT CERTIFICATION

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV’T CODE Ch. 2274 of SB 13 (87th session), the Vendor hereby certifies and verifies that the Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this certification, the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” See TEX. GOV’T CODE § 809.001(1).

COMPANY NAME: ______________________________________________________

________________________________________  _________________________________
Printed Name Title

________________________________________  _________________________________
Signature Date
SB 19 PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV’T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that Vendor is not a sole-source provider or New Braunfels ISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV’T CODE Ch. 2274 of SB 19 (87th session), the Vendor hereby certifies and verifies that the Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. For purposes of this Agreement, “discrimination against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV’T CODE § 2274.001(3) of SB 19. “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” See TEX. GOV’T CODE § 2274.001(3) of SB 19.

COMPANY NAME: ____________________________________________

________________________     ____________________________
Printed Name                     Title

________________________     ____________________________
Signature                      Date
NO ISRAEL BOYCOTT CERTIFICATION

Effective 9/1/2017 (H.B. 89), as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV’T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include and action made for ordinary business purposes. TEX. GOV’T CODE §808.001(1).

By signature below, I certify and verify ____________________________ (Company Name) does not boycott Israel and will not boycott Israel during the term of this contract awarded with the New Braunfels Independent School District, that this certification is true, complete and accurate and that I am authorized by my company to make this certification.

Printed Name ____________________________________________ Title ____________________________________________

Signature ____________________________________________ Date ____________________________________________

If for any reason your Company cannot make this certification, state the facts that make your Company exempt from this boycott certification:

______________________________________________________________________________________________

______________________________________________________________________________________________

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that ____________________________ (Company Name) is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Printed Name ____________________________________________ Title ____________________________________________

Signature ____________________________________________ Date ____________________________________________
New Braunfels Independent School District is required to post all Conflict of Interest forms on its web site. A disclosure form must be filed when a vendor is doing business with or seeking to do business with the District, and:

1. has an employment or business relationship with an officer of the District or a family member of the officer, or;

2. has given an officer of the District, or a family member of the officer, one or more gifts with the aggregate value specified in §176.003, excluding any gift described in the same section.

Statements must be filed within 7 business days after the vendor becomes aware that a conflict of interest exists.

Please note this form is required to be submitted only if an actual conflict exists, and the form with more detail is below if needed to be submitted.

District personnel are not able to provide legal advice to vendors on this or any other legal matter.

For purposes of the CIQ, the Local Government Officers of New Braunfels Independent School are found at: https://www.nbisd.org/page/brd.trustees
CONFLICT OF INTEREST QUESTIONNAIRE
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
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.
CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

To complete the form online visit www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow any and all instructions.

A signed, hard copy of the original, completed Form 1295 is required to be submitted with any bid submission.

Form 1295 Completion Information for RFP 20-02 General Goods & Services

1. Complete using Business name.
2. New Braunfels ISD (Other Governmental Entity)
3. Contract ID is “RFP ****” and Contract Description Title

CERTIFICATE OF INTERESTED PARTIES FORM 1295

Complete Nos. 1 - 4 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1. Name of business entity filing form, and the city, state and country of the business entity’s place of business.
2. Name of governmental entity or state agency that is a party to the contract for which the form is being filled.
3. Provide the identification number used by the governmental entity or state agency to best identify the contract, and provide a description of the services, goods, or other property to be provided as a result of the contract.
4. Name of Interested Party
   City, State, Country (place of business)
   Nature of Interest (check applicable)
   Controlling
   Intermediary

5. Check only if there is an Interested Party.

UNSIGNED DECLARATION
My name is __________________________ and my date of birth is __________________________
My address is: __________________________
I declare under penalty of perjury that the foregoing is true and correct.
Executed in __________________________, County of __________________________, on the ______ day of __________________________, 20 ______.

Signature of authorized agent of contracting business entity (Declare) __________________________

ADD ADDITIONAL PAGES AS NECESSARY
### 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)

### 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.

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### Part II Certification

Under penalties of perjury, I certify that:

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

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

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<th>Signature of U.S. person*</th>
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### Form W-9 (Rev. 10-2018)

**Cat. No. 10231X**
EDGAR CONTRACT ADDENDUM

VENDOR NAME

In accordance with 2 C.F.R. § 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new "EDGAR"), this Addendum ("Addendum") is proof of the vendor’s willingness and ability to comply with certain requirements which may be applicable to specific NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT ("NBISD") purchases using federal grant funds. The following certifications and provisions are required and apply when NBISD expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between NBISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds.

This Addendum amends and is hereby incorporated into an existing agreement between the parties as follows:

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

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), 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 federal funds are expended by NBISD 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 federal funds are expended by NBISD 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: (1) vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) vendor fails to make any payments owed; (3) vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or NBISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if NBISD believes, in its sole discretion that it is in the best interest of NBISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by NBISD as of the termination date if the contract is terminated for convenience of NBISD. Any award under this procurement process is not exclusive and NBISD reserves the right to purchase goods and services from other vendors when it is in the best interest of NBISD.

Does vendor agree? YES_________Initials of Authorized Representative of vendor.

EDGAR CONTRACT ADDENDUM, continued

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

Does vendor agree to abide by the above? YES______Initials of Authorized Representative of vendor

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

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

Does vendor agree? 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 federal funds are expended by NBISD, the vendor certifies that during the term of an award for all contracts by NBISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES______Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
Pursuant to Federal Rule (F) above, when federal funds are expended by NBISD, the vendor certifies that during the term of an award for all contracts by NBISD resulting from this procurement process, the 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 NBISD, the vendor certifies that during the term of an award for all contracts by NBISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**Does vendor agree? YES_______Initials of Authorized Representative of vendor**

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

Pursuant to Federal Rule (H) above, when federal funds are expended by NBISD, the vendor certifies that during the term of an award for all contracts by NBISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to NBISD if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. NBISD may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless NBISD knows the certification is erroneous.

**Does vendor agree? YES_______Initials of Authorized Representative of vendor**


Pursuant to Federal Rule (I) above, when federal funds are expended by NBISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by NBISD 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 by or 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.
EDGAR CONTRACT ADDENDUM, continued

(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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Does vendor agree? YES __________ Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by NBISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Does vendor agree? YES __________ Initials of Authorized Representative of vendor

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by NBISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES __________ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY—2 C.F.R. § 200.215

When federal funds are expended by NBISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, NBISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any
EDGAR CONTRACT ADDENDUM, continued
grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for
Material Failure to Comply. NBISD has a responsibility to ensure no Federal award funds are provided directly
or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow
the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES______ Initials of Authorized Representative of vendor

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

NBISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to
include 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
use “covered telecommunications” equipment or services as a substantial or essential component of any
system, or as critical technology as part of any system. “Covered telecommunications” equipment is
telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any
subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other
national security purposes, and video surveillance and telecommunications equipment produced by Hytera
Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology
Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of
government facilities, physical security surveillance of critical infrastructure, and other national security
purposes detailed in 2 CFR § 200.216.

When federal funds are expended by NBISD, the vendor certifies, by signing this document, the vendor will
not purchase equipment, services, or systems that use “covered telecommunications,” as defined herein, as a
substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES______ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by NBISD for any contract resulting from this procurement process in
excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders,
regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C.
1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and
Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES______ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by NBISD for any contract resulting from this procurement process, the
vendor certifies that the vendor 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

Does vendor agree? YES______ Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

Does vendor agree? YES______ Initials of Authorized Representative of vendor
CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN ACT

The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by NBISD. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and NBISD concerning the Buy American Act.

Does vendor agree? YES_______ Initials of Authorized Representative of vendor

DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS—2 C.F.R § 200.322

As appropriate and to the extent consistent with law, NBISD has 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) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

Does vendor agree? YES_______ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by NBISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor 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 ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that NBISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES_______ Initials of Authorized Representative of vendor
EDGAR CONTRACT ADDENDUM, continued

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

Does vendor agree? YES________ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT
Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does 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/Company Name: ____________________________________________________________

Address, City, State, and Zip Code: ________________________________________________________

Phone Number: ______________________ Fax Number: ________________________________

Printed Name and Title of Authorized Representative: ______________________________________

Signature of Authorized Representative: _____________________________________________

Email Address: ________________________________________________________________

Date: ______________________________

Federal Tax ID #: __________________
New Braunfels ISD Terms & Conditions

1. The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "NO SUBSTITUTE" is specified.

2. Exclude Federal, State, City or Excise sales taxes. New Braunfels Independent School District’s tax exempt form will be furnished upon request.

3. The District reserves the right to waive minor informalities and irregularities and to accept or reject each item separately or as a whole.

4. The vendor must specify make or model even if the vendor is bidding the brand specified or bidding a product “equal”. Do not put "as specified" or "equal"

5. Complete descriptive and illustrated literature covering the items you propose to furnish should accompany your proposal.

6. Proposals received after the time and date specified will not be considered. Proposals received without proper signature are subject to disqualification and will not be accepted.

7. Payment terms will be net thirty (30) days after acceptance of delivery in full or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered as this will be considered.

8. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, or religion. New Braunfels ISD does not discriminate on the basis of race, sex, age, religion, color, national origin, or disability in providing education services, activities, or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination on the basis of race, sex, age, religion, color, national origin or disability.

9. In awarding a contract, the District shall consider: purchase price, the reputation of the vendor and of the vendor’s goods and services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the District’s needs, the vendor’s past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. In addition, quality and suitability of the product and not price alone shall be considered in the acceptance of proposals. Consideration may also be given to the bidder’s references and record for responsibility, knowledge of the product, and service.

10. If the vendor fails to deliver either the quality or quantity of items on which award was made by the promised delivery date at the prices specified in this proposal, New Braunfels ISD reserves the right to purchase the specified supplies elsewhere and vendor agrees to allow New Braunfels ISD to deduct the difference in price and cost of handling, if any, from pending invoices of current proposal, as permitted under Article II of the Uniform Commercial Code.

11. Vendors are responsible for notification of changes of address, telephone number, fax number, or email. The District is not responsible for failing to mail/ email a vendor a solicitation or for undelivered or misdirected communications.

12. Vendor warrants that the prompt payment discount terms, distribution allowance, quality and performance of products/services, prices, product/services warranty(s), and other conditions/provisions offered in this proposal are the same or better than those offered the bidder’s most favored customer.

13. All prices and quotations must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by vendor. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or totals.

14. Successful vendor shall not begin work/services or deliver merchandise without an authorized District Purchase Order or District check. New Braunfels ISD will not be responsible for orders without one of the approved methods of payment listed. Exception to this condition may be for a few Facilities/Maintenance/Transportation transactions (emergencies only), as will be decided by those Departments.

15. Prompt payment discount will be applied to proposal prices(s) and will be considered when recommending an award, but may not always be feasible based on delivery/receiving process.

16. No assignment nor transfer of this proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this proposal is awarded receives written approval from New Braunfels Executive Director of Finance & Operations or his/her designee. Written approval must be requested and received
prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the school
district may take actions to require compliance or take any other measures deemed appropriate.

17. The award or agreement resulting from this proposal or proposal may be terminated or cancelled under
the following circumstances.
A. District may cancel or terminate the award or agreement for convenience upon written notice.
B. During the term of the agreement, District may terminate the agreement at the expiration of each
District budget period if funds are not appropriated for payment under the agreement.
C. Work under the agreement may be terminated in whole or in part by the District upon delivery to
vendor of a notice of termination specifying the extent to which performance of work under the
agreement is terminated and the date upon which termination becomes effective. This right of
termination is in addition to and not in lieu of District rights to cancel undelivered goods or services
under the agreement.
D. District may cancel all or any part of the undelivered goods or services of the agreement if vendor
breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or
if vendor becomes insolvent or begins bankruptcy or reorganization proceedings. District’s rights
of termination or cancellation are in addition to other remedies District may have in law or equity.

18. Force Majeure – The District shall not be liable for defaults or delays due to acts of God or the public
enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other
unforeseeable causes beyond its control and not due to its fault or negligence.

19. Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark,
or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights
infringement claim or cause of action, which are based on or related on goods or services sold or used
by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of
action at its own expense, and the District shall have the right to have such litigation monitored by its
own counsel at District expense.

20. Applicable law and venue – This agreement shall be governed by the Texas Business and Commerce
Code as applicable and as adopted and amended from time to time by the Texas legislature. Both
parties agree that the venue for any litigation arising out of this contract shall lie in New Braunfels,
Comal County, Texas.

21. Termination – The performance of work or delivery of goods under this agreement may be terminated
in whole or in part by the District in accordance with this provision. Termination of work hereunder shall
be affected by delivery to the Vendor of a notice of termination specifying the extent to which
performance of work under the order is terminated and the date upon which termination becomes
effective. Such right of termination is in addition to and not in lieu of the rights of the District under
condition 24 below.

22. Cancellation – The District has the right to cancel for default all or any part of the undelivered portion
of this agreement if the Vendor breaches any of the terms hereof including warranties of the Vendor or
if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition
to and not in lieu of any other remedies, which the District may have in law or equity.

23. Right of Inspection – The District has the right to inspect the goods at delivery before accepting them.
If the District is not able to inspect the goods at the time of the delivery, the District still has the right
to inspect and approve the material within a reasonable time after delivery. If specifications are not met,
material may be returned at seller’s expense and risk for all damages incidental to the rejection.
Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or
any of its remedies.

24. Place of Delivery – The place of delivery shall be that set forth in the purchase order. All deliveries must
be inside deliveries, unless other arrangements are made.

25. Title and Risk of Loss- The title and risk of loss of the goods shall not pass to the District until the District
actually receives and takes possession of the goods at the point or points of delivery.

26. Out of State Vendors – The “Reciprocity Rule” applies. Vendors whose principal place of business is
located in a state which gives preference to residents are subject to the same restrictions when
submitting an offer with an entity of the State of Texas.

27. Advertising – Vendor shall not advertise or publish, without the District’s prior consent, the fact that the
District has entered into this contract, except to the extent necessary to comply with proper requests
for information from an authorized representative of the federal, state, or local government.
28. The resulting award from this proposal constitutes a contract between the New Braunfels ISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys’ fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys’ fees and court costs from amounts, if any, owed to vendor under the contract.

29. Right to Assurance – Whenever New Braunfels ISD in good faith has reason to question the vendor’s intent to perform; the district may demand that the vendor give written assurance of their intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the district may treat this failure as anticipatory repudiation of the contract.

30. These general conditions govern the relationship between the District and vendor, and are hereby made part of the agreement between the District and vendor.

31. Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance:
   A. **Membership.** New Braunfels ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA/txctpa.org), an alliance of over 70 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through Interlocal agreements.
   B. **Adoption of Awarded Contracts.** In support of this collaborative effort, all awards made by New Braunfels ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district’s policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
   C. **Adopted Contract Management.** The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

32. **SB 943** went into effect Jan. 1, 2020, and amended the Texas Public Information Act (Chapter 552 of the Texas Government Code) including adding new Subchapter J. Contracts that result in the expenditure of $1 million or more in public funds in a governmental body’s fiscal year. The new law imposes significant obligations on vendors, including (1) preserve all contracting information as provided by the records retention requirements applicable to the purchasing governmental entity for the duration of the contract; (2) promptly provide to the governmental entity any contracting information that is in the custody or possession of the vendor upon request; and (3) on completion of the contract, either (a) provide, at no cost to the governmental entity, all contracting information that is in the vendor’s custody or possession, or (b) preserve the contracting information as provided by the records retention requirements applicable to the governmental entity.

33. New Braunfels ISD is required to comply with **House Bill 1295**, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of New Braunfels ISD that (1) requires an action or vote by the New Braunfels ISD Board of Trustees before the contract may be signed; (2) has a value of at least $1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov’t Code Chapter 305. If applicable, the business entity must submit a Disclosure of Interested Parties (Form 1295) to New Braunfels ISD at the time business entity submits the signed contract/proposal. The Form 1295 requirement does not apply to (1) a contract with a publicly traded business entity or Wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. As a “business entity”, vendors must electronically complete, print, sign and submit Form 1295 with their proposals even if no interested parties exist. Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
34. If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

35. New Braunfels ISD, per Section 2274.002, may not enter into a contract with a company for goods or Services unless the contract contains a written verification from the company that it does not boycott energy companies and will not boycott energy companies during the term of the contract. The requirement above applies only to a contract that: (a) is between a district and a company with ten or more full-time employees; and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the district. The requirement above does not apply to a district that determines the requirements are inconsistent with the district’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

36. New Braunfels ISD, per Section 2274.002, may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it does not practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The requirement above applies only to a contract that: (a) is between a district and a company with at least ten full-time employees; and (b) has a value of $100,000 or more that is paid wholly or partly form public funds of the district. The requirement above does not apply to a district that contracts with a sole-source provider or does not receive bids from a company that is able to provide the required written verification.

37. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid/contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. SB 252 – Certification Regarding Terrorist Organizations. Effective 9/1/2017, Pursuant to Sections 2252.151-154 of the Texas Government Code, the Contractor hereby certifies that it is not a company with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

THIS DISTRICT HAS IMPLEMENTED A “NO CONTACT” PROCEDURE DURING THE BIDDING PROCESS. THIS MEANS THAT FROM THE DATE THE BID IS ISSUED UNTIL THE DATE THE BID IS AWARDED BY THE BOARD, THERE SHALL BE NO CONTACT BY ANY VENDOR TO ANY DISTRICT EMPLOYEE (EXCLUDING THE BUSINESS DEPARTMENT) OR BOARD MEMBER IN RELATION TO THIS BID, UNLESS AUTHORIZED BY THE EXECUTIVE DIRECTOR OF FINANCE AND OPERATIONS.

Acknowledgment of New Braunfels Independent School District General Conditions
I have read and agree to the above conditions and specifications for New Braunfels ISD.

I affirm, to the best of my knowledge, this proposal has been arrived at independently and is submitted without collusion with anyone to obtain information that would in any way limit competition in the award of this proposal.

I affirm, to the best of my knowledge, that the company I represent meets Equal Employment Opportunity Commission standards and Americans with Disabilities Act standards in employment practices.

Signature: ________________________________  Date: __________________

Printed Name: __________________________________________________________

Name of Company: ________________________________________________________