



**Tejano Center for Community Concerns /
Raul Yzaguirre Schools for Success**

REQUEST FOR PROPOSALS

**Project Title: E-rate- District Wide Internal Connections and Maintenance for
Category Two**

E-Rate Funding Year 2025-2026

Internal Connections

MAINTENANCE HOURS

Project Number: RFP25-01JA

Issue Date: November 1, 2024

Proposal DUE Date: December 3, 2024, at 2:00 PM CST

**Point of Contact: George Farhat, Technology & Operations Coordinator
george.farhat@tejanocenter.org**

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION 1 - INTRODUCTION	5
SECTION 2 - GENERAL INFORMATION	7
SECTION 3 - SPECIFIC REQUIREMENTS	10
SECTION 4 – TERMS AND CONDITIONS	12
SECTION 5 - EVALUATION CRITERIA	24
SECTION 6 – SCOPE OF WORK OVERVIEW	24
SECTION 7 – PROPOSAL FORMS	27

SECTION 1 - INTRODUCTION

1.1 Overview

Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success (“RYSS”) operates an open enrollment charter school program in accordance with Chapter 12 of the Texas Education Code (TEC). RYSS in an open enrollment, free public charter school network of 8 campuses with more than 1,900 students in grades prek-3 through 12th grade in Houston and Brownsville, including:

- BRYSS Academy (Brownsville, Grades PreK 4 - 8)
- BRYSS HS (Brownsville Grade 9)
- Pasadena EC(Houston, Grade 3-4)
- Leonel Castillo STEM Early Childhood Academy (Houston, Pre-K 4 - Kinder)
- PSTEM Academy (Houston, Grades PreK 3 - 5)
- North East STEM Academy (Houston, Grades 6 - 8)
- Early College STEM Academy (Houston, Grades 6 - 8)
- Early College T-STEM Academy (Houston, Grades 9 -12)

Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success (“RYSS”) is seeking proposals from qualified vendors to provide for Erate District wide internal connections and maintenance for category two – Erate funding year 20-25-2026.

This project includes network hardware (Routers, Switches, Access Points, Wireless Controller) licenses, UPS’s, copper cabling, fiber cabling, installation, configuration, and Maintenance hours for eligible network hardware and cabling etc. We have standardized Juniper Network Hardware. Vendors need to respond to Juniper that is listed on the RFP or equivalent to Juniper that is listed.

Vendors are encouraged to review this entire RFP available on RYSS’s website: <https://www.ryss.org/rfps>

Any contract resulting from this RFP is non-exclusive. RYSS reserves the right to make no awards or award one or more contracts, in part or in whole, to a single vendor or to multiple vendors, and vendors should take this into account when submitting proposals.

Proposal submission instructions: To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the format instructions detailed below in preparing and submitting their proposals. It is the responsibility of the Vendor submitting a proposal to make certain that the RYSS Business Office has the appropriate and current company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

Required Format: Vendors shall submit proposals in person or mailed to the address below. The proposal must be **received** on or before the deadline for receipt of proposals.

Submit Proposals to:

**Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success
Business Office
2950 Broadway Street
Houston, Texas 77017**

The sealed envelope shall be labeled in the following manner:

- (1) Your company name
- (2) Your return address info
- (3) Addressed to:

Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success
 2950 Broadway Street
 Houston, Texas 77017

- (4) REF # RFP#25-01JA

Proposal **Opening** Date/Time: **December 3, 2024, at 2:00 PM CST**

Proposals will be opened and read out loud at 3:00 PM CST.

If RYSS opens an improperly labeled bid response prior to the date and time of sealed proposal opening, the package may be returned as is and rejected. The package must be labeled per the instructions in this section.

Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference and walk through will be held on November 13, 2024, at 2:00 PM at 2950 Broadway Houston Texas 77017.

1.2 Project Schedule

This estimated schedule shall govern the RFP process. If modified, an update will be posted as an addendum on RYSS’s website at <https://www.ryss.org/rfps>

RFP Issued:	November 1, 2024
Pre-Proposal Conference and walk through:	November 13, 2024, at 2:00 PM at 2950 Broadway Houston Tx 77017
Deadline for Questions:	November 22, 2024, at 2:00 PM
Questions & Answers Posted:	November 26, 2024
Proposals Due:	December 3, 2024, by 2:00 PM CST
Opening of proposals:	December 3, 2024, at 2:00 PM CST at 2950 Broadway Houston TX 77017
Evaluation:	December 6, 2024 (targeted)
Estimated Award Date:	December 17, 2024 (targeted)

1.3 Specifications

Proposer is expected to examine and be familiar with all requirements and obligations of this entire Request for Proposals (RFP). Failure to do so will be at the Proposer’s risk. RYSS will not accept proposals that do not conform to the requirements of this RFP. Failure to address all aspects of the Project or the requirements of this RFP in a complete and meaningful way might subject a Proposal to rejection.

Compliance with Laws

Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Contract Work Hours and Safety Act (40

U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”). For the entire duration of this Agreement, Proposer shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. When required or requested by RYSS, Proposer shall furnish RYSS with satisfactory proof of Proposer’s compliance with this provision.

When federal funds are expended by RYSS pursuant to this Agreement, Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Proposer further certifies that Proposer will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit their final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed if any litigation, claim, or audit is started before the expiration of the three-year period.

1.4 Evaluation and Selection

RYSS maintains and uses documented procedures for procurement transactions under a Federal award or subaward, including for the acquisition of property or services required under a Federal award or subaward as detailed in 2 CFR § 200.318. RYSS’s documented procurement procedures are consistent with state, local, and tribal laws and regulations and standards identified in §§ 200.317 through 200.327 of subpart D—Post Federal Award Requirements.

1.5 Discussions/Negotiations; Best and Final Offers

Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, RYSS reserves the right to make one or more contract awards without discussions/negotiations. The competitive range, if any, will be determined by RYSS and will include only those proposals that RYSS determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposers may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and recommendation for contract award.

1.6 Late Proposals

Responses submitted after the due date and time noted in this RFP shall not be considered. It shall be the sole responsibility of the Proposer to ensure that its Proposal is received at the appropriate location by the specified deadline.

1.7 Reservation of Rights

RYSS reserves the right in its sole discretion to accept the proposal(s) it considers the best value for RYSS and the right to waive any and all formalities and minor irregularities in the proposal. Additionally, RYSS reserves the right to waive any requirements of the RFP. RYSS further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of RYSS. RYSS further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor’s response or any parts thereof. RYSS also reserves the right as sole judge of quality and equality.

RYSS further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with RYSS. RYSS may make multiple awards, and this fact should be taken into consideration by each Proposer.

RYSS makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. RYSS makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP. Vendors, however, are expected to carry sufficient inventories to service the needs of RYSS and shall furnish all required goods and/or services to RYSS at the stated price, when and if required. Because all commodities will be provided on an “as needed” basis, RYSS makes no representation either orally or in writing to the amount of commodities, services, or related items RYSS will use during the Term of the Contract.

RYSS makes no representation of any kind that an award will be made as a result of this RFP or for the Project. RYSS reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies in Proposal, or reissue this RFP or delete any items/requirements from this RFP when deemed to be in RYSS’s best interest.

RYSS may request clarification from vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between RYSS and a vendor may also take place after the initial receipt of proposals. RYSS reserves the right to conduct discussions with all, some, or none of the vendor(s) submitting proposals. RYSS will not assist a vendor in the revision or modification of its proposal, nor will RYSS assist a vendor in bringing its proposal to the same level of other proposals received by RYSS.

RYSS reserves the right, in its sole discretion, to conduct interviews to assist in a complete and thorough evaluation of the proposals. If interviews will be conducted, Proposers will be notified by email at a reasonable time in advance of the scheduled interview. The purpose of the interview is for Proposer to demonstrate their qualifications and/or ability to meet RYSS’s RFP requirements.

1.8 Sales Tax Exemption

Proposer acknowledges that RYSS claims an exemption from the payment of Texas state sales tax. A copy of the applicable certificate will be provided upon award.

1.9 Tax Responsibilities of Vendor and Indemnification for Taxes

Proposer and all subcontractor(s) of Proposer shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Proposer and all subcontractors of Proposer. Proposer shall require all subcontractors to hold RYSS harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker’s Compensation, shall be the sole responsibility of Proposer.

SECTION 2 - GENERAL INFORMATION

2.1 Public Information

RYSS is subject to the Texas Public Information Act. Proposals submitted to RYSS as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Proposer believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Proposer must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Proposer must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. RYSS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Proposers. RYSS shall comply with the Texas Public Information Act in the event RYSS receives an open records request for information relating to proposals submitted in response to this RFP. Proposer waives any claim against and releases from liability RYSS, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this RFP or otherwise created, assembled, maintained, or held by Proposer and determined by RYSS, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. In addition, Proposer and RYSS agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Proposer and RYSS understand that the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable

2.2 Communication Restrictions

RYSS designates the following person as its representative (the “Point of Contact”) in connection with this RFP:

George Farhat, Technology & Operations Coordinator

george.farhat@tejanocenter.org

Roy Lanier -E-Rate Consultant rlanier@stx.rr.com

Proposers shall submit by email any questions which may arise during the preparation of proposals to the Point of Contact no less than five (5) business days prior to the submittal deadline date. Until a contract is fully executed, all Proposers’ communications with respect to this RFP must be with the Point of Contact and not with any other employee, officer, Board Member, agent, representative or contractor of RYSS. RYSS will not answer verbal questions; all prospective vendors’ questions and RYSS’s answers will be listed in the form of an addendum posted on our website: <https://www.ryss.org/rfps>.

2.3 Goods and Services

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this RFP and further described in the scope and specification section. The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ). Whenever an article or material is defined by RYSS in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable). RYSS makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. RYSS makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation. Any contract resulting from this solicitation is non-exclusive and shall be

awarded with the understanding and agreement that it is for the sole convenience of RYSS. RYSS is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in RYSS's sole discretion.

2.4 No Reimbursement of Proposers' Costs

RYSS will not reimburse or be liable to Proposer for any costs incurred in the preparation, reproduction, or delivery of Proposal or any other materials generated or submitted in connection with this RFP. Additional costs associated with the Proposer's participating in an interview, or costs associated with negotiations are also the sole responsibility of the Proposer.

2.5 Insurance Requirements

Providing and maintaining insurance coverage is a material term of this solicitation. Proposer shall provide Certificates of Insurance evidencing the Insurance Requirements. Samples of coverage are to be provided. Conforming Certificates of Insurance must be provided no later than thirty (30) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance.

Insurance coverages must be written by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company. Contractor shall provide RYSS a full and complete copy of any insurance policy promptly upon request by RYSS, and without charge to RYSS. For the duration of the agreement, for any renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Proposer shall obtain, at its sole expense and at no cost to RYSS, the following coverages and shall maintain such coverage in full force and effect:

- Commercial General Liability Insurance including operations, contractual liability, and products liability in the combined single limit of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- Professional Liability or Errors & Omission Insurance (For Professional Services only) of not less than five million dollars (\$5,000,000) per occurrence for professional services i.e., Physician, Lawyer, Architect, Engineer, other "Professional" or a Consultant representing his/her own firm;
- Workers' Compensation and Employers Liability Insurance covering all individuals who provide services pursuant to the agreement at the request of the Proposer, at the statutory limits in effect as of the effective date of the contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Texas.
- Employer's Liability in amounts of not less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) for disease (policy limit), and one million (\$1,000,000) for disease (per person);
- Commercial Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000) or in the event Proposer does not own automobiles, Proposer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy.
- Crime/Employee Dishonesty in the combined limit of not less than one million dollars (\$1,000,000) for loss of damage resulting from theft to third party client property in the care, custody and control of the Proposer and its employees.
- Insurance Endorsements. RYSS shall be listed as an Additional Insured on all relevant policies. A waiver of subrogation must be granted in favor of RYSS for all policies. Proposer's insurance coverage must be primary and non-contributory for all policies. A thirty (30) day notice of cancellation or material changes must be provided to RYSS for all policies.

- Effect of Indemnification Obligations. No provision, term, or condition in the contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Proposer in accordance with requirements set forth in the contract.

2.6 Conflict of Interest

RYSS is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. A conflict of interest exists in the following situations:

- (1) If the vendor has an employment or other business relationship with a local government officer of RYSS or a family member of the officer that results in the officer or family member receiving taxable income, other than investing income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - a contract between the local government entity and vendor had been executed; or
 - the local government entity is considering entering into a contract with the vendor;
- (2) If the vendor has given a local government officer of RYSS, or a family member of the officer one or more gifts that have an aggregate value of \$100 in the 12-month period preceding the date the officer becomes aware that:
 - A contract between the local government entity and vendor had been executed; or
 - The local government entity is considering entering into a contract with the vendor.
- (3) If the vendor has a family relationship with a local government officer of RYSS.

EDGAR Conflict of Interest Requirements

In accordance with federal EDGAR requirements, 2 CFR § 200.318(c)(1), no employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the federal award. A conflict of interest includes when the employee, officer, agent, board member, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

An employee, officer, agent, or board member of RYSS may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, through RYSS's written procedures, RYSS has set a de minimis amount of \$100 or less in aggregate value during a 12-month period for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Chief Executive Officer and addressed through RYSS's personnel policies and procedures. Violations of this standard by an officer or the Chief Executive Officer shall be addressed to the Board President and addressed through RYSS's policies and procedures.

2.7 Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), Small Business Enterprise (SBE), Veteran-Owned, and Labor Surplus Firms participation

RYSS encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Proposers shall indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

When federal funds are expended by RYSS, Vendor is required ensure when possible, that small, minority, women's business enterprises, veteran-owned businesses, and labor surplus area firms for any subcontracting

opportunities are considered as set forth in 2 CFR 200.321 and below. Such consideration means:

- (1) These business types are included in solicitation lists;
- (2) These businesses types are solicited whenever deemed eligible potential sources ;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SECTION 3 - SPECIFIC REQUIREMENTS

3.1 Submission of Proposals

Submission instructions are outlined above. The following items must be included in the Proposal. Failure to include these items may result in non-award.

1. Completed Vendor Information Form (in the Vendor Packet)
2. Completed Vendor Packet
3. Pricing; Electronic Catalog/Price Lists
4. Address of Vendor's website
5. Any applicable certificates (i.e., HUB, SBE/WBE, licenses, etc.)
6. Certificate of Insurance: Refer to Section 2.5 Insurance Requirements
7. Documentation of Vendor's Financial Capability; Vendor's financial capability should be appropriate to the size and scope of the project and the total long-term cost to RYSS to acquire the goods/services
8. Proposer's References: See Section 3.2, below
9. Execution of Offer Form

3.2 Proposer's References

Proposer shall submit a list of **three** references of governmental entities (school districts preferred) that have purchased services, products, and/or related items from you in the last 3-4 years. Please use the following format for all references:

- Company Name
- Address
- Contact Name
- Phone Number
- Email

3.3 Interview Representation

If an interview is required, each Proposer will designate a representative to work directly with the RYSS.

3.4 Failure to Comply with Requirements

If Proposer fails to comply with any requirements contained in this RFP, the submission may be considered non-responsive and may be rejected.

3.5 Gratuities

RYSS may, by written notice to the Proposer, cancel the contract without liability to Proposer if it is determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer to any officer or employee of RYSS with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled pursuant to this provision, the RYSS shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

3.6 Warranty Price

The price to be paid by the RYSS shall be that contained in the proposal which the Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, the RYSS may cancel the contract without liability to Proposer for breach or Proposer's actual expense.

Proposer warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the RYSS shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 4 – TERMS AND CONDITIONS

Proposers must comply with all provisions in the RYSS Vendor Packet, including the provisions that apply when federal funds are expended by RYSS for any contract resulting from this RFP.

The words “bids,” “RFP”, “Request for Proposals”, “quotes”, “solicitation”, “procurement” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, Request for Proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term “Vendor” means each awarded vendor chosen by RYSS. These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/response forms issued in connection with this solicitation. Proposer, having submitted a response to the RFP issued by RYSS, will be expected to agree to the following terms and conditions. Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE PROPOSAL.** Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by RYSS and eliminated from further consideration by RYSS.

4.1 Agreement Terms; Amendment

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor’s order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by RYSS, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by an authorized representative of RYSS.

4.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of RYSS. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of RYSS. Vendor is required to notify RYSS when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

4.3 Buy America Act

RYSS has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

4.4 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

4.5 Catalog Discounts

In the event of a catalog discount type solicitation, Vendor may be allowed to make additions and/or deletions from Vendor’s offerings on an annual basis during the Agreement renewal period, in RYSS’s sole discretion, provided the item(s) substituted are of a like quality and category. These changes will be compliant with the format of Vendor’s original response (i.e. manufacturer name, product category, or entire catalog discount). RYSS will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these

proposed changes on company letterhead within the given timeframe. If RYSS, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period.

4.6 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to RYSS. Vendor understands that Vendor is ineligible to receive a contract award with RYSS if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the RYSS's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by RYSS, Vendor shall furnish RYSS with satisfactory proof of Vendor's compliance with this provision.

4.7 Confidentiality

Vendor and RYSS agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and RYSS understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that RYSS is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability RYSS, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by RYSS, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

4.8 Contract Term

The initial term of this Agreement is for a period of one (1) calendar year, with RYSS having the option to renew the Agreement for four (4) additional one-year terms, in RYSS's sole discretion, unless otherwise specified in the RFP. Consequently, the maximum duration of any contract resulting from this RFP is a total of five (5) years, running from the date of execution of the contract by the authorized representative of RYSS. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term. At RYSS's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms, and conditions are to remain in force

during the transitional period unless mutually agreed upon by both parties. Should the Agreement with the Vendor terminate during the initial or any renewal term for any reason, RYSS reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

4.9 Criminal History Review

Prior to commencing any work under the contract, if Vendor contracts with RYSS to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE Chapter 22 requirements. Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees Form must be filled out and returned, if applicable (See RYSS Vendor Packet).

4.10 Customer Support

Vendor shall provide timely and accurate technical advice and sales support to RYSS and RYSS staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to RYSS staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by RYSS.

4.11 Entire Agreement

This Agreement, the procurement solicitation issued by RYSS, the portion(s) of Vendor's response submitted in response to RYSS's procurement solicitation that are accepted by RYSS, Vendor's completed RYSS Vendor Packet (including all certifications therein) and/or Vendor's completed bid attributes (including all certifications therein), and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between or among the documents that form this Agreement, the following order of precedence shall apply: (1) Vendor's completed RYSS Vendor Packet and/or Vendor's completed bid attributes (including all certifications therein); (2) this Agreement; (3) the procurement solicitation issued by RYSS; (4) the attached and incorporated addendum or exhibits, if any; and (5) the portion(s) of Vendor's proposal submitted in response to RYSS's procurement solicitation that are accepted by RYSS. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

4.12 Equal Opportunity

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

4.13 Force Majeure

Neither RYSS or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God,

network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, RYSS shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of RYSS's contractual, legal, or equitable rights.

4.14 Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. The mandatory, exclusive jurisdiction for any dispute under this Agreement is in the state and federal courts located in Houston, Harris County, Texas.

4.15 RYSS Property

In the event of loss, damage, or destruction of any property owned by or loaned by RYSS that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify RYSS and pay to RYSS the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of RYSS's determination of the amount due. If Vendor fails to make timely payment, RYSS may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by RYSS.

4.16 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD RYSS HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by RYSS.

4.17 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

4.18 Invoices; Payments

Invoices shall be directed to RYSS's Accounts Payable Department at accounts.payable@tejanocenter.org. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during RYSS's fiscal year in which the good(s) and/or services are purchased. Payments are due to Vendor within thirty (30) days after the later of the following: (1) the date RYSS receives

the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date RYSS receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from RYSS not later than the tenth (10th) day after the date Vendor receives the payment from RYSS.

In addition to all other rights and remedies that RYSS may have, RYSS shall have the right to setoff, against any and all amounts due to Vendor by RYSS, whether due under this Agreement or any other agreement between RYSS (including any department of RYSS) and Vendor, any sums to which RYSS is entitled under this Agreement, as determined by RYSS in its sole discretion, including, without limitation, sums due by Vendor to RYSS as a result of indemnification obligations and/or warranty claims, as applicable.

4.19 IRS W-9

In order to receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with RYSS.

4.20 Multiple Contract Awards; Non-Exclusivity

RYSS reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of RYSS. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to RYSS. During the Term of this Agreement, RYSS reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

4.21 New Products

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from RYSS. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. RYSS may reject any proposed additions, without cause, in its sole discretion.

4.22 No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by RYSS, Vendor will not deliver substitutes without prior authorization from RYSS.

4.23 No Agency or Endorsements

RYSS and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of RYSS and is not an employee, agent, joint venturer, or partner of RYSS, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between RYSS and Vendor or RYSS and any of Vendor's agents. Vendor agrees that RYSS has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

4.24 Non-Appropriation Clause

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this

Agreement or obligation imposed on RYSS by this Agreement, RYSS shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of RYSS if it is determined by RYSS, in RYSS's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of RYSS's current revenue only.

4.25 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

4.26 Penalties

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's response or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, RYSS may take the following action(s), in RYSS's sole discretion, and Vendor agrees to comply with RYSS's action(s):

1. insist that Vendor honor the quoted price(s) specified in Vendor's response;
2. have Vendor pay the difference between Vendor's price and the price of the next acceptable response (as determined by RYSS);
3. have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
4. recommend to authorized representative(s) of RYSS that Vendor no longer be given the opportunity to submit a response to RYSS and/or that this Agreement be terminated.

4.27 Performance

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement. RYSS reserves the right to conduct reviews of vendor performance at any time during the contract period.

4.28 Performance and Payment Bonds – Construction/Public Works Only

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. RYSS will include the performance and payment bonds requirement in the specifications section of any solicitation if performance bonds and/or payment bonds are required.

4.29 Prevailing Wage Rates – Construction/Public Works Only

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates and any related federal requirements applicable to this Agreement and to this solicitation by RYSS.

4.30 Prices

All prices in Vendor's response shall be firm for the Term of the Agreement. All price changes shall be presented to RYSS for acceptance or rejection by RYSS, in its sole discretion, using the same format as was accepted in Vendor's original response; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by RYSS prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any). When USDA/TDA child nutrition funds are used, adjustments to prices at the time of renewal of contract (if any) shall be made pursuant to the Consumer Price Index (CPI) Food Away from Home. *See* TDA ARM, Section 17, fn. 75.

4.31 Quantities

Because all commodities will be provided on an “as needed” basis, RYSS makes no representation either orally or in writing to the amount of commodities, services, or related items RYSS will use during the Term of the Agreement.

4.32 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to RYSS under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by RYSS for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by RYSS of Vendor’s final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

When federal funds are expended by RYSS pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. 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 their final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed if any litigation, claim, or audit is started before the expiration of the three-year period.

4.33 Right to Audit

RYSS, upon written notice, shall have the right to audit all of Vendor’s records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to RYSS in connection with Vendor’s work for RYSS and shall be open to inspection and subject to audit and/or reproduction by RYSS or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- (a) Vendor’s compliance with this Agreement and the requirements of the solicitation,
- (b) compliance with RYSS procurement policies and procedures,
- (c) compliance with provisions for computing billings to RYSS, and/or
- (d) any other matters related to this Agreement.

4.34 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by RYSS and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by RYSS. Vendor shall indemnify and hold RYSS harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision. Proposer warrants that any products sold to RYSS or used as part of their scope of work shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, RYSS may return the product for correction or replacement at Vendor’s expense. In the event Vendor fails to make the appropriate correction within a reasonable time, correction made by RYSS will be at Vendor’s expense.

4.35 No Substitution; Product Recall

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the RFP. Vendor shall not deliver substitutes without prior written authorization from RYSS.

If a product recall is instituted on any good that has been furnished and delivered to RYSS, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of RYSS by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact RYSS's Director of Child Nutrition. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

4.36 Appeal/Protest Process

Any Vendor who submitted a proposal may appeal KIP's award, if the appeal is based on deviations from laws, rules, regulations, or RYSS policies. RYSS's member of the public complaint/grievance policy/procedures applies to any Vendor wishing to appeal a proposal and/or award of a contract. A Vendor shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to RYSS's Chief Financial Officer. Complaints/appeals must be received by the close of business on or before the 15th RYSS business day after award of the contract. In the event Vendor is unsure about the award of the contract, it is the Vendor's responsibility to contact RYSS on the next business day after the award is announced and verify details concerning the award.

4.37 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.38 Shipments

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by RYSS. If a product cannot be shipped within that timeframe, Vendor shall notify RYSS of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. RYSS may cancel the order if the estimated shipping time is not acceptable to RYSS, in its sole discretion.

4.39 Software Maintenance

Maintenance, support, hosting, and other services associated with software purchased pursuant to this procurement solicitation may be renewed on an annual basis indefinitely, in RYSS's sole discretion, subject to appropriation of sufficient funding for such services in RYSS's annual budget and any necessary approvals by authorized representative(s) of RYSS.

4.40 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to RYSS for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between RYSS and any such subcontractor, nor shall it create any obligation on the part of RYSS to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

4.41 Taxes

RYSS is tax-exempt, and RYSS shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. RYSS shall not be liable for any taxes resulting from this Agreement.

4.42 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold RYSS harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

4.43 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of RYSS and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, RYSS reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of RYSS. RYSS further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. RYSS also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if RYSS believes, in its sole discretion, that it is in the best interest of RYSS to do so. Vendor agrees that RYSS shall not be liable for damages in the event that RYSS declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. If federal funds are used under this Agreement, RYSS shall provide written notice of termination to Vendor if RYSS terminates this Agreement for any reason stated herein. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

4.44 Title and Risk of Loss

Whenever RYSS is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of RYSS's acceptance of the item or payment of the applicable invoice.

All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed (Inside Delivery)**, unless otherwise specified herein and shall be included in all pricing in Vendor's response unless otherwise clearly stated in writing in Vendor's response.

4.45 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

4.46 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of RYSS's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by RYSS. In addition, Vendor warrants that

goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

4.47 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on RYSS's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on RYSS's property.

4.48 USDA/TDA Special Terms and Conditions

The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by RYSS, or the portion of Vendor's proposal submitted in response to RYSS's procurement solicitation that is satisfactory to RYSS, the following terms and conditions shall control.

3.48.1 Market Basket Analysis

RYSS reserves the right, in its sole discretion, to use a "Market Basket Analysis" method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

3.48.2 Material Change

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between RYSS and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, RYSS may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 4.46.2 means a modification that substantially exceeds the terms of the original contract between RYSS and Vendor.

3.48.3 New Products

During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit RYSS. Vendor and RYSS agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and RYSS agree that the total value of the Contract shall be \$750,000.00. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in

the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

3.48.4 Bonds

Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules. The vendor awarded the contract must provide a performance bond for 100% of the contract price. The vendor awarded the contract must provide a payment bond for 100% of the contract price.

3.48.5 Use by Other Governmental Entities

In the event that RYSS allows other governmental entities to “piggyback” onto any existing contract between RYSS and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include “school food authorities,” as defined by USDA/TDA regulations. Should the “piggybacking” result in a material change to the Agreement for purposes of USDA/TDA purchases, RYSS will proceed under the foregoing section entitled “Material Changes.”

3.48.6 No Guarantee of Quantities

Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

3.48.7 Buy American Act

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a “domestic commodity or product” as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

RYSS participates in the National School Lunch Program and School Breakfast Program. Therefore, RYSS requires Vendor to certify whether its products are “domestic commodities or products”, as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by RYSS that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to RYSS. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are “domestic commodities or products” as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to RYSS.

If Vendor is repetitively unable to provide domestic food products, RYSS may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If RYSS determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, RYSS may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify RYSS if a delivery contains non-domestic products, so RYSS may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by RYSS, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. Vendor agrees to provide information to RYSS that will assist in this determination. The decision to purchase or accept delivery of a non-US product must be made by RYSS. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and RYSS concerning Buy American provision exceptions.

Vendor further agrees to provide RYSS with documentation verifying that a domestic product is not available and the cost range is reasonable within a reasonable time upon request by RYSS.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, RYSS may decide not to purchase from Vendor and/or RYSS may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, RYSS may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

3.48.8 Records Retention

When school nutrition program funds are expended by RYSS pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate RYSS representatives and federal or state reviewers. See TDA ARMS Manual, 17.107.

SECTION 5 - EVALUATION CRITERIA

In accordance with applicable laws, rules, and regulations governing purchasing, award(s) will be made to the responsible Proposer(s) whose response(s) is/are determined, after evaluation by RYSS, to be the best value to RYSS. To qualify for evaluation, a response must have been submitted on time and must materially satisfy all mandatory requirements identified in this document. RYSS will rank proposals in accordance with the criteria and values identified below. Importantly, RYSS will select one or more proposal(s) based upon the Proposer’s ability to perform the services/provide the goods, as set forth in this RFP. RYSS reserves the right to reject any proposal from a Proposer who is in breach of contract or otherwise is not in good standing under any current or prior contract with RYSS at the time of selection.

Criteria Description	Criteria Value
Price, including overall Cost of Program/Project, pricing as determined by the proposal submitted/line-item pricing/pricing sheet	40%
Responsiveness to specifications and technical requirements	15%
Reputation of Proposer and Quality of Proposer’s goods and/or services to which goods/services meet RYSS’s needs, including references (government entities/schools), qualifications of personnel assigned to this project, including their individual or combined, experience, skills, and knowledge.	10%
Financial Capability: whether Vendor’s financial capability is appropriate to the size and scope of the project and the total long-term cost to RYSS to acquire the goods/services	5%
Proposer’s past relationship with RYSS (worked with and good experience)	15%
Proposer Local Network of engineers within 60 miles.	15%
Grand Total	100%

SECTION 6 – SCOPE OF WORK OVERVIEW

It is the intention of RYSS to establish one or more contracts for Erate District wide internal connections and maintenance for category two – Erate funding year 2025-2026.

Although RYSS does not restrict use of a brand name, specific brands do have certain features which seem desirable. Vendors may submit alternate specification items with details in its Proposal, including complete specification and literature describing alternate product. RYSS reserves the right to make final decisions as to comparable items. Be very certain that items bid/proposed and delivered are EQUAL to items listed. Materials which are not equal will be returned to the supplier.

6.1 Scope of Work

Requirements must include the following:

I. Overview: E-Rate Category 2:

Raul Yzaguirre School for Success is requesting that respondents include in their proposal all required documentation, **Vendors are highly encouraged to attend** the walk-through. **Walk-throughs will take place at Tejano Center as follows:**

2950 Broadway, Houston, Texas 77017 on November 13, 2024, at 2:00 pm.

Vendor must use format for cost sheets and all other pricing sheets.

This will a District Wide Application for eligible hardware cabling and maintenance hours:

This project includes network hardware (Routers, Switches, Access Points, Wireless Controller) licenses, UPS's, copper cabling, fiber cabling, installation, configuration, and Maintenance hours for eligible network hardware and cabling etc. We have standardized Juniper Network Hardware. Vendors need to respond to Juniper that is listed on the RFP or equivalent to Juniper that is listed.

Summary and General Information

ERATE - YEAR 2025-2026

Network Hardware and Cabling.

This section is for network hardware and cabling for all campuses. The specifications will be on spreadsheets. The approval of the project is dependent on the district Erate budget that is available. Refer to District spreadsheets following the page with the heading "Network Hardware and Cabling".

- Vendor must provide a spreadsheet with project lead times on all hardware and cabling that is requested with response to the RFP
- Vendor must label all hardware with the Erate Year of 2025-2026.

- Vendor must provide a spread sheet with location and room number of all hardware that is installed with the model numbers and serial numbers no later than 10 days after completion of project.
- Vendor must provide name and contact information of Project Manager.
- Vendor must provide timeline of project completion.
- Vendor must Schedule weekly meetings with assigned district staff once project starts.
- **Vendor must provide a bulk-upload file for the form 471 within three days of district notification of RFP award and signed contracts.**

Should vendor find that the district has omitted hardware that is critical to the network add it on a separate spread sheet and explain the addition.

Option 1

Campus Name: **District Wide**
 Scope of Work:

- Switches (1-15)
- 3 Year licenses (1-15)
- Wireless Access Point (1-30)
- AP 3 Year Subscription (1-30)
- UPS (1-6)
- Installation and Configuration
- Cabling Cat-6 Plenum Installation and Configuration)
- 10 ft patch cables Cat-6 (1-350)
- 3 ft patch cables Cat- 6 (1-350)
- 3 ft yellow patch cables Cat-6 (1-30)
- Multi-mode fiber and fiber patch cables (1-20)
- Installation and Configuration
- Open four post racks (1-11)
- Wall mounted racks 1-5
- Patch panels 48 port (1-15)
- Patch Panels 24 port (1-8)
- Rack-ways 1 - 200 ft
- Installation

Option 2 District Wide Maintenance hours (250 hours)

Raul Yzaguirre School for Success reserves the right not to proceed with any part or the entire project, and adjust the quantities ordered and/or downsize the project.

Vendor must provide 1 original and 3 copies of RFP. Original must state it is the original. Make sure original and copies of RFP have a table of contents, **page numbers and tabs.** **Also include a signed contract.**

1. *DISTRICT PREFERS VENDORS THAT ARE REGISTERED IN PURCHASING COOPS VENDORS FOR or Juniper or equivalent. SUBMIT PROPER DOCUMENTATION TO SUPPORT VENDORS STATUS. VENDOR MUST ALSO PROVIDE AN E-RATE SPIN NO. AND FCC REGISTRATION NUMBER WITH RFP. Vendor must also provide a list of the different statuses.*
2. This RFP requests manufacturer specific equipment (ex. Juniper, APC, Commscope.) Raul Yzaguirre School for Success is standardizing this equipment and cable throughout all campuses and is providing these manufacturer specific parts lists as they insure the maximum interoperability with the rest of the district's infrastructure. Raul Yzaguirre School will consider proposals for equipment and cable that is equivalent or equal to the makes and models of the equipment in this RFP.
3. Vendors will have to coordinate work schedules with George Farhat, Technology & Operations Coordinator at George.farhat@tejanocenter.org . Work schedule may vary; during school hours, after school, on weekends, and on district holidays if needed.
4. **Signing of contracts with vendors is non-binding until the determination of award from the SLD and Raul Yzaguirre School for Success budget availability. The scope may change depending upon the amount of money granted by the Schools Library Division (SLD). Raul Yzaguirre School for Success has the right to downsize any or all projects.**
5. **Vendor must give at least 3 references for Districts of similar scope with the dollar amount of the project within the last three E-rate. Please provide the contact person and phone number.**
6. **Vendor must provide a list of all districts that have been awarded Erate projects with the vendor in the last 3 years. The list must include the district name, dollar amount, and Erate year.**
7. **Vendor must provide a list of staff with certifications that will be working with this project.**
8. **Vendor must provide all tools and equipment to complete Project.**
9. **Engineer Qualifications: Vendor must submit proof of qualifications.**

- A. Juniper Certified
- B. Wireless Certified

10. **Vendor must provide the distance and location of engineers that will be dispatched for maintenance work or to work on this project. Engineers should be dispatched within 60 miles of Raul Yzaguirre School for Success with a response time of 4 hours.**
11. **Vendor must provide a signed contract with RFP.**
12. **By vendor signing the contract, the vendor agrees to extend the pricing of this RFP once the district is funded by the SLD (Schools and Library Division) and agrees to hold pricing and agree to extend the contract past the Erate funding year with approved extensions from the SLD. Also, vendors must honor e-rate pricing for non-e-rate projects that may come up during the Erate year.**
13. **Vendor must sign all district documents that are included in this RFP.**
14. **This calls for an “all or none” RFP, this will be a turn-key project.**
15. **Vendor will be responsible for any sub-contracts that are hired to complete the project.**
16. **Vendor must be available during the evaluation process should there be any questions or should the district request “Best and Final Offer”. Provide an email and phone number of staff what will be responsible to provide responses.**
17. **Vendor must bring their own copy of RFP during the walk-through.**
18. **All questions before and after the walk-through must be via email addressed to the contact persons listed on RFP.**
19. **If vendor is recommended and approved by the School Board; the vendor must provide cross over files to the Erate Consultant for the Form 471.**
20. Proposals received after the deadline will not be considered.
21. Unsigned proposals will not be considered. The person signing the offer must be authorized to bind their company to the contract.
22. All items are to be F.O.B., destination, Freight Prepaid (inside delivery) to Raul Yzaguirre School for Success.
23. The vendor is responsible for obtaining all permits associated with the project.
24. If, through any cause, the Raul Yzaguirre School for Success determines that the successful Vendor has failed to fulfill, in a timely and proper manner, the obligations agreed to, the Raul Yzaguirre School for Success shall have the right to terminate the contract by specifying the date of termination in a written notice to the Vendor at least thirty (30) days before the termination date. Raul Yzaguirre School for Success shall have the right to cancel for default all or any part of the undelivered portion of this order 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 that the district may have in law or equity.

II. GENERAL REQUIREMENTS: (Applicable to Parts 1 of this RFP as applicable and as required).

Payment Conditions

- 1.1 All payments will be made in accordance with Chapter 2251 of the Texas Government Code. The project(s) will be deemed accepted when the vendor delivers to the Raul Yzaguirre School for Success that is fully functional to the district's specifications and satisfaction.
- 1.1. On Universal Service Fund projects, Raul Yzaguirre School for Success is responsible only for the Raul Yzaguirre School for Success portion of the total cost. The Raul Yzaguirre School for Success will submit appropriate documentation to the Schools and Libraries Division (SLD) so that the vendor can be paid for the portion that the Raul Yzaguirre School for Success is not responsible for paying directly. The vendor is responsible for requesting their portion of the payment from the SLD. In the case where subcontractors or shared billing is in place, the vendor is responsible for insuring that all parties are promptly paid (within 10 days of receiving SLD reimbursement).
- 1.2. Acceptance shall be further defined as beneficial use by the Raul Yzaguirre School for Success.

WARRANTY

If the vendor procures equipment and material under the contract, the vendor shall obtain for the benefit of the district's equipment and material, warranties against defects in material and workmanship to the extent such warranties are reasonably obtainable.

The vendor shall pass along to the district any additional warranties offered by the manufacturers, at no additional cost to Raul Yzaguirre School for Success. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse acts of vandalism or tampering by the district or anyone other than employees or agents of the vendor.

The vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the vendor's option. Insurance covering said equipment from damage or loss is to be paid by the vendor until full acceptance of equipment and services:

- Vendor must install and configure new or current hardware, as required.

- Vendor must provide electronic schematic drawings by room and campus building of all hardware with the model number of the hardware. (PAYMENT WILL BE MADE ONCE DRAWINGS ARE TURNED IN TO INFORMATION TECHNOLOGY STAFF)

Project will be considered complete upon:

- Completion of all “Punch List” items as noted during a “Walk Through” of campus upon the Contractor indicating Substantial Completion. **All punch list items must be completed within 15 days or payment will not be released.**
Warranty paperwork, test results and As-Builds (Ex. Visio Drawing of Core, all MDF’s and IDF’s have been turned into Technology & Operations Department to the attention of George Farhat.

SUPPORT AGREEMENT COSTS

- List all support agreement cost by type of hardware / software.
- List cost for after hour support.
- A list discount maintenance charges for every hour hardware is out of service or for every hour that the maintenance personnel are late according to contract response time.
- List onsite response time.
- List if there is a “depot” agreement.
- List of telephone support hours.
- List the date when warranties start and date when warranties end. (This is the warranty that is at no cost to the district)
- Include copies of support contracts with start dates and end dates.

TRAINING

Vendor must provide on-site training and manuals to Raul Yzaguirre School For Success at no cost to personnel selected by the District network operating system, routers and switches. Include schedule and time length of training.

VARIATION IN QUANTITIES AND CONFIGURATIONS

Equipment and capacity requirements are the best estimates currently available. The district reserves the right to modify quantity and configuration requirements. The vendor agrees to sell the district the revised quantity of items at the unit price or lower as stated in the RFP.

PROJECT MANAGER

The vendor will provide a full-time Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and implement any changes required. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation on changes to the work with approval of the Raul Yzaguirre School for Success Project Manager. Project Manager must submit a

mandatory written report on a weekly basis on the progress of the project and meet with District Staff and or Erate Consultant.

VENDOR REFERENCES

Vendors must provide a minimum of five school district references. These references must be for projects that are similar in scope and design and have been completed by the vendor within the last three (3) years. References which cannot be confirmed will be grounds for vendor disqualification. References must include company name, address, and phone number contact person. Also, a summary of the actual projects performed for the customer should be included as well as the total cost of the last project.

The district may, with full cooperation of the vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through the vendors; however, the vendor personnel shall not be present during discussions with references.

Vendor Sub-Contractors

Vendor is responsible for the supervision of all sub-contractors on the project. Vendor is responsible for all sub-contractors having completed a background check before going on to the campuses.

LICENSING

The vendor must provide a list of all applicable licenses currently held by installation personnel or certifications.

WORKING HOURS

Vendor must be **prepared to work on weekends and after school hours** to complete job or meet deadlines as needed.

MANPOWER

Due to the implementation of this project, a large contingent of manpower may be required for limited durations. Provide a description of manpower availability and how this requirement will be met.

COMPLIANCE WITH LAWS AND REGULATIONS

The vendor's performance of work shall comply with applicable federal, state, and local laws, rules, and regulations. In the event of violation, the vendor shall pay all fines and penalties, including attorney's fees, other defense costs, and expenses in connection: including any expense in cabling or hardware. **Vendor must also comply with all E-RATE requirements and regulations.**

FEDERAL COMMUNICATIONS COMMISSION:

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified prior to installation in the district's property and/or final acceptance by the district.

SAFETY

The vendor shall take the necessary precautions and bear the sole responsibility for the safety methods employed in performing the work. The vendor shall always comply with the regulations set forth by federal, state, and local laws, rules and regulations concerning "OSHA" and all applicable state labor laws, regulations and standards. The vendor shall identify and hold harmless the district from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on the district because of the vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

Part 1:

Internal Connections and Maintenance

Hours

**Refer to E-RATE YR 2025-2026 RFP Spread
Sheet on Following Pages**

JUNIPER		Erate 2025-2026 RPP # 25-01JA								
Part Number	Description	Qty	List Price	Unit Price	Extended Price	Ineligible Cost	Eligible Percent	Eligible Amount	Ineligible Amount	
ACCESS SWITCHES (48-PORT)										
EX4400-48MP	12x1/2.5/5/10G, 36x1/2.5G Multigigabit switch with 2x100G uplink/stacking ports. 90W POE. MACsec AES256. Optional extension module:4x10G or 4x25G	10								
S-EX-S-C3-3M1-C-E	Erate bundle, SW EX Standard, Class 3 (32 or 48 ports), Includes Wired Assurance subscription for EX32 or EX48 Port Switches with SVC CORE support, 3 YEAR	10								
ACCESS SWITCHES (24-PORT)										
EX4400-24MP	24x1/2.5/5/10G Multigigabit switch with 2x100G uplink/stacking ports.	4								
S-EX-S-C2-3M1-C-E	Erate bundle, SW EX Standard, Class 2 (24 ports), Includes Wired Assurance subscription for EX24 Port Switches with SVC CORE support, 3 Year	4								
EXTENSION MODUALS										
EX4400-EM-4S	EX4400 4-port 1GbE/10GbE SFP+ Extension Module	5								
STACKING/DAC CABLES										
JNP-100G-DAC-1M	QSFP28 to QSFP28 Ethernet Direct Attach Copper (twinax copper cable)1m	15								
JNP-100G-DAC-3M	QSFP28 to QSFP28 Ethernet Direct Attach Copper (twinax copper cable)3m	4								
1G MMF SFPs										
SFP-1G-SX-C	SFP, 1G, FDDI 220m and OM1 275m/OM2 MMF 550m, Extended Temperature (-10 through 85 DegC), Duplex LC connector	8								
UNINTERUPTIBLE POWER SUPPLIES										
SMX3000RMLV2UNC	APC BY SCHNEIDER ELECTRIC: Smart-UPS X, Line Interactive, 3kVA,Rack/tower convertible 2U, 120V, 3x 5-15R+3x 5-20R + 1x L5-30R NEMA, Network card, Extended runtime	2								
SMX120RMBP2U	APC BY SCHNEIDER ELECTRIC: Smart-UPS External Battery Pack Rack	2								
SMX1500RM2UCNC	APC BY SCHNEIDER ELECTRIC: Smart-UPS X, Line Interactive, 1500VA, Rack/tower convertible 2U, 120V, 8x 5-15R NEMA, SmartConnect Port+Network card, Extended runtime	2								
INDOOR APs with EXTERNAL ATENNA										
B-AP45E-15-3Y-E	AP45E eRate bundle, Premium Performance MultGigabit WiFi 6E802.11ax Access Point (AP45E) with Adaptive BLE Array includes one 3yr Cloud Subscriptions (default service is SUB-MAN) and a universal mounting bracket	2								
APBR-ADP-CR9	Adapter for Channel rail and recessed 9/16O t-rail	2								
EXTERNAL ANTENNAS										
ATS-02789	Antenna Patch WiFi 810MPC	2								
INDOOR APs with INTERNAL OMNIDIRECTIONAL ATENNA										
B-AP45-15-3Y-E	AP45E eRate bundle, Premium Performance MultGigabit WiFi 6E802.11ax Access Point (AP45) with Adaptive BLE Array includes one 3yr Cloud Subscriptins (default service is SUB-MAN) and a univeral mounting bracket	25								
APBR-ADP-CR9	Adapter for Channel rail and recessed 9/16O t-rail	25								
Installation and configuration										
Cables										
Comscope	CAT-6 Plenum data drops	300								
	CAT-6 10ft data patch cables Blue	300								
	CAT-6 3 ft patch cables Blue	300								
	CAT-6 3 ft patch cables Yellow	27								
	race way on 3 walls 13 dual drops	26								
One class room will need	Multi-Mode 6-strand fiber runs	3								
	Multi-Mode Fiber patch cable	10								
Installaton										
Racks/patch panels										
	Fout post Racks to fit hardware	2								
	Wall mount rack	2								
	Fiber patch panels	6								
	48 port patch panels	10								
	24 port patch panels	3								
	2 Cages for access points in GYM	2								
Installation										
	250 Maintenace Hours	Hourly Rate	Total Cost							
							SUBTOTAL			
							TOTAL	ELIGIBLE	INELIGIBLE	
							P.O. PERCENTAGE COST			

Proposals and Awards

Vendors are requested to submit a proposal for the scope of work/specifications detailed in this RFP. Vendors MUST offer any applicable terms and conditions for any additional product or service. RYSS reserves the right to accept or reject any items included by Vendor in this section.

Awards will be made to the successful Vendor(s) for the total line of products and services submitted. Proposals can be made for any or all services and products described herein. The terms and conditions listed below apply to all categories. Each category contains additional terms, conditions, and specifications. If there is a conflict between category or lot terms and conditions and those listed below, the category or lot terms and conditions shall take precedence.

6.2 Purchase Orders

6.2.1 Vendor is required to ensure that the Purchase Order includes the following, as applicable:

- a) The contract number, lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items.
- b) The date for commencing services and/or delivery of products (“work”). Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor’s control must be reported to RYSS’s authorized representative immediately.
- c) Compensation for received products, terms of progress payments, and a schedule of payments. RYSS retains the right to extend the schedule of work/delivery time or to suspend the work and to direct the Vendor to resume work when appropriate. The Purchase Order must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through RYSS as allowed in the Contract or RFP.
- d) A schedule for performance of work that can be met without planned overtime, which shall be Vendor’s responsibility.
- e) Monthly progress reports must be given to RYSS by the Vendor. The specifics of what is reported should be described in the Purchase Order.
- f) Terms for acceptance by RYSS and title to work must be clearly agreed upon and described. If any part of the work requires RYSS to assume control prior to the completion, this must be defined. Vendor and RYSS must agree on the definition of what constitutes final acceptance before payment of any retained compensation.

6.2.2 Each individual Purchase Order may be limited to work at a single facility and will describe the Scope of Work to be performed. Descriptions may be written, by sketch, and/or by drawing and should include the location where work is to be performed, whether work may be performed during Regular Hours, the project completion time, and the price to be paid for the work.

6.2.3 The Vendor shall perform the scope of work within the project completion time and for the fixed price of the Purchase Order. All prices must be fixed for the duration of the contract.

6.2.4 No work shall be performed until a written Purchase Order or contract has been signed by the Vendor and RYSS. Any work performed under a Purchase Order before the Vendor’s receipt of the written Purchase Order is at the Vendor’s risk.

6.2.5 The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by the Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Purchase Orders sent in the last 30 days of a Term should be sent “Return Receipt Requested”. Any

Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the completion/delivery time stated in the Purchase Order, and the rights and obligations of the Vendor and RYSS with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

- 6.2.6 RYSS reserves the right not to issue a Purchase Order if in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order.

SECTION 7 – PROPOSAL FORMS

Proposals must be submitted on the required Proposal Forms. Any clarifications, qualifications or exceptions must be submitted in writing with the proposal. Any such clarifications, qualifications, exceptions or modifications made after the Proposal Date may be rejected.

Proposer tenders a Proposal for all work described in the RFP, including all documents, attachments and addendums.

Representations of Proposer

By submitting this proposal, the Proposer represents and warrants that:

- a. Proposer is familiar with the requirements and has taken them into account in preparing its proposal.
- b. Proposer has read and understands all RFP documents, is familiar with the applicable laws including those of agencies and municipalities with jurisdiction over the work and has prepared its proposal anticipating full compliance with all of the requirements.
- c. Proposer is financially solvent, able to pay its debts, and possesses sufficient working capital to complete performance of its contract or material contract.
- d. Proposer is experienced, competent and able to furnish the labor, tools, materials, supplies, equipment, insurance, and supervision and is qualified to perform the work requested.
- e. Proposer is authorized to do business in the State of Texas.
- f. Proposer holds any license, permit, or other special evidence necessary to perform the work.
- g. This Proposal Form will take precedence over any supplemental quotation or scope sheet submitted if any conflicting information exists unless otherwise agreed to via a Contract or Contract Amendment.

Remainder of page intentionally blank.

EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that RYSS will rely on such statements, information, and representations in selecting the successful Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer’s acceptance of the evaluation technique and the Proposer’s recognition that some subjective judgments may be made by RYSS as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by RYSS if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by RYSS.
10. This Agreement is subject to purchase orders duly authorized and executed by RYSS.

CORPORATE NAME:			
AUTHORIZED SIGNATURE:			
PRINT NAME:			
TITLE:			
DATE:			
ADDRESS:			
CITY, STATE, ZIP CODE:			
PHONE:		FAX:	
EMAIL ADDRESS:			
WEBSITE URL			

This Section to be Completed by RYSS

Contract Number: _____ Term of contract: _____ to _____

Approved by Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success:

Authorized RYSS Representative

Board Approval Date

ATTACHMENT A is the required vendor Packet.



Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success Vendor Packet

All vendors doing business with the Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success ("RYSS") must complete and submit a Vendor Packet that consists of the following documents:

1. Vendor Information Form
2. Conflict of Interest
3. W-9 Form
4. Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form
5. Felony Conviction Notification
6. Certificate of Residency
7. Ch. 22 Contractor/Subcontractor Certification Form
8. Federal Certifications

The completed vendor packet must be submitted along with the response to **Tejano Center/Raul Yzaguirre Schools for Success C/O 2950 Broadway Houston Texas 77017**. If an RYSS representative requested that you submit this vendor packet, please include the name of the individual on your fax or email. Upon receipt, you and/or your company will be set up as a vendor with RYSS.

**Tejano Center for Community Concerns /
Raul Yzaguirre Schools for Success Vendor Information Form**

Trade Name (dba): _____

Legal Name (if different): _____

Website: _____

Primary Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Contact Name: _____

Title: _____

Email: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Years in Business: _____ Number of Employees: _____

Company Name that will be shown on your email for payment:

Email address where purchase orders are to be sent:

Goods or services provided by your company:

Business Type (Check One):

- Retailer
- Wholesaler
- Manufacturer

- Distributor
- Contractor
- Consultant

- Service Provider
- Manufacturer Agent
- Broker

CONFLICT OF INTEREST

RYSS is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any vendor who does business with RYSS or who seeks to do business with RYSS must complete the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

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

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

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

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

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

- **RYSS Board of Education members include:**

Anthony Magdaleno	Sonia Gonzalez
David Corpus	Genesis Loera
Margaret Dunlap	Marco Martinez
Maria P. Gonzalez	Laura E. Mayorga
Gina De Leon	

- **Current local government officers include, but are not limited to:**

Dr. Adriana Tamez, Superintendent/CEO
Antonio Zambrano, CFOO
Justin G. Fuentes, Chief Schools Officer
Dr. Rudy Trevino, Consultant

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>										
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>										

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME	Doing business as (DBA)		
ADDRESS	Applicable Procurement or Solicitation #, if any:		Federal Employer Tax Identification # :
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: _____

Felony Conviction Notification

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

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

This notice is not required of a publicly held corporation.

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

Company: _____
Company Official _____

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

Signature of authorized agent: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of authorized agent: _____

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

Name of individual (s): _____

Details of conviction(s): _____

Signature of authorized agent: _____

Certificate of Residency

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for RYSS to determine the residency of its bidders/proposers for construction related services. In part, this law reads as follows:

“Section: 2252.001

- ‘Non-resident bidder’ refers to a person who is not a resident.
- ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

“A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) The amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located; or
- (2) The amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- (1) the state in which the nonresident’s principal place of business is located; or
- (2) A state in which the nonresident is a resident manufacturer.”

I certify that _____

(Name of Company Bidding/Proposing)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder/Proposer

_____ Non-resident Bidder/Proposer

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of _____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with open-enrollment charter schools (“Contractors”) and entities that contract with open-enrollment charter school contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at an open-enrollment charter school. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to RYSS; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to RYSS and Contractor.

Criminal history records will be obtained by either the Contractor/Subcontractor or RYSS, as follows:

- (1) **Contractor/Subcontractor:** Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide “care or care placement services” and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees’ criminal histories, certify compliance to RYSS (and, in the case of a Subcontractor, certify compliance to Contractor and RYSS), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474.
- (2) **RYSS:** All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide “care or care placement services” or are not based in Texas) are required to follow the instructions listed below, so that RYSS may obtain their covered employees’ criminal histories, as applicable. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should RYSS pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse RYSS for such costs; in the event Contractor fails to reimburse RYSS for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that RYSS may deduct such costs from any payment due and owing by RYSS to Contractor.**

Definitions:

Covered employees: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at an open-enrollment charter school and have or will have direct contact with students. RYSS will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. See 19 TEX. ADMIN. CODE §153.1101(2).

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 TEX. ADMIN. CODE §153.1101(7).

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by RYSS; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).
- For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by RYSS; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of _____ ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success ("RYSS") (and, in the case of a Subcontractor, certify to Contractor and RYSS) that [checkone]:

- None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If RYSS, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide RYSS with the name, date of birth, and any other requested information of such covered employees so that RYSS may obtain criminal history record information on the covered employees, upon request of RYSS.

Or

Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/ Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify RYSS in writing within 3 business days.
- (3) Upon request, Contractor/Subcontractor will provide RYSS with the name, date of birth, and any other requested information of covered employees so that RYSS may obtain criminal history record information on the covered employees.

Or

Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify RYSS in writing within 3 business days. Upon request, Contractor/Subcontractor will provide RYSS with the name, date of birth, and any other requested information of covered employees so that RYSS may obtain criminal history record information on the covered employees.
- (2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that RYSS may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.
- (3) Contractor/Subcontractor shall provide RYSS's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by RYSS at least ten (10) RYSS business days prior to the start of the services to be performed by Contractor/Subcontractor at RYSS is subject to exclusion from service, in RYSS's sole discretion, until his or her criminal history record information can be obtained and reviewed by RYSS. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.
- (4) Contractor/Subcontractor agrees that RYSS will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by RYSS through the procurement and/or contracting processes, to determine, in RYSS's sole discretion, whether any covered employee(s) should be prohibited from serving at RYSS. RYSS will notify Contractor/Subcontractor of its determination.
- (5) If RYSS at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at RYSS, in RYSS's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by RYSS through the procurement and/or contracting processes, RYSS will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If RYSS, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by RYSS through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at RYSS.

I also certify to RYSS (and, in the case of a Subcontractor, certify to Contractor and RYSS) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date

***** Upon contract award and/or initiation of PO/contract from RYSS, the winning proposer/Contractor will be provided RYSS's service code form to have its and its subcontractors' covered employees fingerprinted, or if Contractor's and/or its subcontractors' covered employees have already been fingerprinted by a Texas school district or charter schools, Contractor shall provide covered employees' full names, dates of birth, and other information requested by RYSS to access covered employees' criminal history information.**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY/RECIPIENT AND SUBRECIPIENT CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200**

The following provisions are required and apply when federal funds are expended by the Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success 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 the Tejano Center for Community Concerns / Raul Yzaguirre Schools for Success and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by recipients or subrecipients 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 recipients or subrecipients 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 recipient or subrecipient 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 recipient or subrecipient must report all suspected or reported violations to the Federal awarding agency.

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the recipient or subrecipient 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 RYSS expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by RYSS resulting from this procurement process.

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

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

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

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

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

Pursuant to Federal Rule (I) above, when federal funds are expended by RYSS, Vendor certifies that during the term and after the awarded term of an award for all contracts by RYSS 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:

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards 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 RYSS, RYSS 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.

RYSS and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Pursuant to Federal Rule (J) above, when federal funds are expended by RYSS, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Vendor certifies, by signing this document, that (1) 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; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (J) above.

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

(K) Consideration of Small, Minority, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by RYSS, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such 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 RYSS for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 during 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, RYSS 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 grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. RYSS 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

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT OR SERVICES—2 C.F.R. § 200.216

RYSS, as a recipient, 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 covered telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include 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. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

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

CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS – 2 C.F.R. § 200.217

If vendor is a subrecipient of RYSS, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or

grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334

When federal funds are expended by RYSS for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

When federal funds are expended by RYSS 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 C.F.R. Part 15.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When RYSS expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of RYSS 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 AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

When federal funds are expended by RYSS for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy

compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

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

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(a) and (b)

To the greatest extent practicable and consistent with law, RYSS 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, contracts, and purchase orders under this 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. "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.

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

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(c)

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when RYSS is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. "**Infrastructure**" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements").

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to RYSS, and/or the awarding Federal agency.

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that RYSS, 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 records of Vendor, and its successors, transferees, assignees, and subcontractors that are pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this Contract, or the Federal award in general. 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

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: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____