

DONNA INDEPENDENT SCHOOL DISTRICT

116 North 10th Street, Donna, TX 78537 - Phone: 956-464-1600

Request for Proposals

RFP#: 050625-849

Fire Alarm, Network Security & Intercom System Inspections & Repair Services

Closing Date & Time: Tuesday, May 27, 2025 @ 10:00 A.M.

Donna Independent School District is accepting proposals for Fire Alarm, Network Security, Intercom Systems Inspections & Repair Services as per the attached scope of work and the terms and conditions. Proposals will be accepted by Donna Independent School District until **10:00 A.M. central time, Tuesday, May 27, 2025.**

No verbal responses will be provided.

QUESTIONS:

All questions regarding the scope of work must be e-mailed to Norbert Serna, Senior Computer Technician at nserna@donnaisd.net and to Luis Solis, Project Manager at lsolis2@donnaisd.net.

Proposals received after the deadline will be rejected. All Proposals, which are in order and properly signed shall be opened and reviewed. No immediate decisions shall be rendered concerning the submitted Proposals. Donna Independent School District reserves the right to reject all Proposals.

To be considered, the Proposals shall include one (1) original and two (2) copies of the proposal in a sealed envelope, which clearly identifies the RFP number/title as well as the Respondent's name and return address.

ALL FORMS MUST BE COMPLETED AND SUBMITTED. Any deviations from those instructions will result in Proposals not being considered.

Sealed Proposals must be MAILED or HAND DELIVERD to:

Alfonso Perez, CFO
Purchasing Department
116 N. 10th Street
Donna Independent School District

Procurement Schedule:

Schedule of Events	Date
RFP Release Date	5/10/2025
Sealed Proposals Due to the District	5/27/2025

****PRE-BID MEETING****

A pre-bid meeting will be held on Tuesday May 20, 2025 at 10:00 A.M and will meet at the Purchasing Dept. at 116 N. 10th St. Donna, TX. 78537. **It is HIGHLY RECOMMENDED vendors attend the pre-bid meeting.** If you have any questions you can contact Luis Solis at (956) 457-0594.

Donna ISD will notify the successful bidder/proposer in writing (manifested by an award letter or properly executed purchase order) after review and acceptance.

The District cautions respondent to ensure actual delivery and receipt of mailed or hand-delivered Proposals to the District, at the address above, prior to the response deadline. The District will in no way be responsible for delays caused by any occurrence.

NOTICE TO BIDDER

RFP RESPONSE FORM

The undersigned, in submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFP; and that he/she has read this entire RFP package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ***all*** sections of this RFP. **Must be in ink to be considered responsive.**

SUBMITTED BY:

Firm: _____
(Official Firm Name)

By: _____
(Original Signature)

Name _____
(Typed or Printed Name)

Title: _____
(Type or Printed Title)

Date: _____

Address: _____

City/ST/Zip: _____

Phone #: _____

Fax #: _____

Email: _____ Taxpayer Identification #: _____

SECTION I

Instructions to Proposers, General Terms, Conditions and Scope of Work

**Fire & Security Alarm
Monitoring, Inspection &
Repair Services**

Fire & Security Alarm Monitoring, Inspection & Repair Services
Request for Proposals (RFP) 050625-849

Donna Independent School District is seeking reputable Fire and Security Alarm Company to provide monitoring, inspection, and repair services at (27) twenty seven location within the school district:

(Donna ISD District Office, Donna High School, Donna High Library, Donna ISD P.D. Building, Donna High Fine Arts, Donna North High School, Athletic Field House, Frankie Jimenez Complex, 3D Academy, D.A.E.P, A.P. Solis Middle School, Saucedo Middle School, Veterans Middle School, Todd Middle School, Garza Elementary, Caceres Elementary, Adame Elementary, Lenoir Elementary, Munoz Elementary, Ochoa Elementary, Rivas Elementary, Runn Elementary, Salazar Elementary, Salinas Elementary, Singleterry Elementary, Stainke Elementary and Truman Price Elementary).

Scope of Work

1. Fire Alarms

- a. Provide quarterly inspections of the fire alarm systems for any issues and provide a report.
- b. During the quarterly inspection, verify panel communicator is sending signals to monitoring provider.
- c. Any vendor/technician must report to DISD authorized representative in charge of security and fire panels ahead of time for any work order.
- d. Awarded vendor shall not commence work without authorized approval from DISD Fire Systems personnel.
- e. Awarded vendor shall respond to any job site within (7) seven days once Notice to Proceed or Purchase Order has been issued.
- f. Awarded vendor will respond to emergencies within (1) one hour or less.
- g. During yearly inspections, a report of issues should be submitted within a week.
- h. If possible, cost of inspections should be provided ahead of time. The same for the hourly rate of troubleshooting.
- i. Any new panel install will need to be a non-proprietary system.
- j. A technician needs to be on call at all times.

2. Security Alarms

- a. Provide quarterly inspections of the security alarm systems for any issues and provide a report.
- b. During the quarterly inspections, verify that batteries are functioning properly.
- c. Verify the security panel is communicating with monitoring company.
- d. Awarded vendor shall not commence work without authorized approval from DISD Fire Systems personnel.
- e. All completed work must be signed off by DISD authorized representative in charge of security systems.
- f. A vendor should not step onto a campus without a PO. No work should be attempted.
- g. Vendor should respond to any job site in less than a week once a PO has been issued.
- h. Respond to Emergencies in (1) one hour or less.
- i. Provide hourly rate of troubleshooting
- j. A technician needs to be on call at all times.

3. Training, Maintenance and User Support

- a. Awarded vendor must provide on-site demonstration and training to the District user.

- b. Provide a written or digital instruction manual on the operation of the security and fire panels.
- c. Provide, at no additional cost, responses to questions/inquiries within twenty-four (24) hours about the operation of the security and fire panels.
- d. Provide, at no additional cost, onsite, hands-on orientation in the maintenance and operation of the security and fire panels.

4. Warranties

- a. Labor warranty must be a minimum of one (1) year.
- b. Provide a ten (10) year parts guaranteed and three (3) year parts warranty on any product, material, from the time of the acceptance of the installation which includes all costs for parts, or other expenses that could be incurred in the repair of the installed units.

5. Safety and Protection

- a. The awarded vendor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary protection to prevent injury to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.
- b. The awarded vendor, performing services for DISD are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.
- c. The awarded vendor's employees shall wear appropriate safety gear, uniforms, and footwear that comply with all legal requirements including, but not limited to, OSHA (Occupational Safety and Health Administration) requirements.
- d. Under no circumstances shall any tools of any kind or materials being used be left unattended.
- e. During the progress of the work specified herein, the vendor shall keep the premises free from the accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work, the vendor shall remove all waste materials, construction equipment, machinery and surplus materials. The vendor shall leave the site clean and ready for use by DISD. All reasonable accommodations are to be made to preserve the School's function during the specified work.
- f. Vendor shall provide signs or barricades preventing students from entering into harm's way during installation.

6. Property Protection

- a. Any damage to the existing facilities will be repaired or replaced, to the District satisfaction, at the awarded vendor's expense.
- b. Responsible for any damage resulting from improperly removing, installing, or storing materials or debris.

7. Permits

- a. Awarded vendor shall obtain **all** permits, licenses and certificates, or any such approvals of plans or specification as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution and completion of the work specified herein.

8. Electrical

- a. Awarded vendor must use own electrician or subcontractor electrician.

9. Engineer

- a. When applicable, Engineering must be included (specifications, engineering design layout, stamped blueprints (drawings), etc.) and when any other electrical work exceeds \$8,000.00.

RFP 050625-849 Fire & Security Alarm Monitoring, Inspection & Repair Services	
1	Fire Panel Monitoring Services Per Unit
	\$
2	Fire Panel Inspections Per Unit
	\$
3	Security Panel Monitoring Services Per Unit
	\$
4	Hourly Labor Rate (Service Calls, etc...)
	\$
5	After Hours Service Rate (Service Calls, etc...)
	\$
6	Materials and Parts (For Inspections & Repairs)
	\$
7	Cellular Line Fee
	\$
8	Land Line Fee
	\$

Network Security Cameras

Network Security Cameras
Request for Proposals (RFP) 050625-849

Donna ISD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND PROPOSALS AND TO AWARD IN PART OR IN TOTAL WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

SECTION 1- GENERAL INFORMATION

1.1 – Intent of the RFP

It is the intent of this Request for Proposal (RFP) to provide bidders with sufficient information to prepare a proposal. The response should include all equipment, cabling, and software to meet the RFP's requirements.

Our goal is to achieve 100% video coverage of all campus and facilities within Donna Independent School District.

SECTION 2- TECHNICAL REQUIREMENTS

1.1 -- General Requirements

1. Provide installation, repairs, and to troubleshoot all security cameras that are offline. Walkthroughs are required beforehand so vendor is aware of issues or what equipment will be needed.
2. Provide cleaning of domes, lens, and manual focusing if needed.

1.2- Cabling

1. Any cabling that is replaced or installed will be required to be Cat 6 plenum
2. Cables shall not be tie wrapped or routed along electrical or gas conduit. Cables run in hallways above a suspended ceiling shall be in J hooks or cable tray.
3. Cables shall be run in a uniform fashion and shall not be woven among other utilities.
4. Any penetration through walls shall be fire stopped after installation and testing.

RFP 050625-849 Network Security Cameras Pricing Sheet

Per Hour Rate

If per hour rate covers 1 or 2 techs

TripCharge (If Applicable)

Installation Fee for Material or Equipment

Intercom System Services

**Donna Independent School District
Intercom System Services
Request for Proposals (RFP) #050625-849**

1. PURPOSE

- 1.1 The Donna Independent School District (“DISD”) is requesting vendors to submit their proposal to intercom system services.
- 1.2 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offer to meet all specifications and guidelines set forth herein. Donna Independent School District, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Donna Independent School District.

2. SCOPE OF WORK

- 2.1 The Donna Independent School District is seeking qualified and manufacturer certified vendors to furnish, install, integrate, and maintain intercom system to include speakers, call stations, two way communication devices, amplifiers, master panel, all other associated peripherals and equipment, system layout, integration of clock/bell system, if desired.
- 2.2 Systems are not deemed complete until all operations and maintenance manuals, drawings showing “as-built” locations, initial programming, all software and necessary interfaces for proper and uninterrupted operations, preventative maintenance, programming and on-going maintenance have been turned over to the Owner’s representative.
- 2.3 The work includes provisioning and installation of all equipment including cables, electronic hardware and necessary connections for a complete system. Delivery, installation, integration, programming and all such activities required to meet the scope of work, is the sole responsibility of the award recipient. In the event the award recipient deems it necessary and chooses to retain the services of a third-party vendor, who must be a licensed or certified specialist, this individual’s work, duties and responsibilities shall be transparent to the Donna Independent School District and will not be viewed as separate from the overall contract deliverables of the project. The award recipient will be held fully responsible for the completeness and the quality of all work performed by a third-party vendor.
- 2.4 The vendor is required to deliver a complete turnkey resolution that is completely installed and commissioned to include all necessary hardware, software, integration, and programming (*Only for new installation/buildings).

- 2.5 The vendor is responsible for installation and demonstrated operability of each system outlined in this solicitation.
- 2.6 The warranty period for the operational system shall commence after the acceptance of the entire building warranty and shall be enforced for up to two years to include all material and labor. The vendor is responsible for all internal and external hardware, and software upgrades and is further responsible for repair or replacement of any component within 2 business days of notification of a failure by Donna Independent School District. In the event of a failure, vendor must have sufficient inventory on hand to replace or repair outages within four (4) hours.
- 2.7 It is the vendor's responsibility for all lifts, bucket trucks or other devices necessary for accessing multi-story buildings.
- 2.8 Vendor must be prepared to provide services on an emergency basis – Afterhours/Weekends (If possible).
- 2.9 The Donna Independent School District has begun to integrate all low voltage and life safety systems into one seamless platform. The Intercommunications system is considered a vital part of life safety. This specification requires an Intercommunication system capable of seamless integration with IP technology and other life safety systems which include CCTV, Fire, Burg, and Keyless (*Only if applicable).
- 2.10 The Vendor shall furnish and install all equipment including, but not limited to, outlet boxes, wiring, speakers, and all other necessary electronics and material to provide a completely operational system as indicated with the contract documents and architectural drawings; and shall provide all necessary wall plates, specialty boxes to maximize communications from the Administrative Area to all areas within the school. This shall include all instruction areas, commons areas, work room, labs, Media Center, Cafeteria, Bus drop offs, and Recreational areas (interior and exterior).
- 2.11 This specification establishes a minimum level of quality, features, and performance for individual components as well as the integrated system and will be enforced by DISD. It is the responsibility of the vendor to insure that the proposed product meets or exceeds every standard set forth in these specifications.
- 2.12 The functions and features specified are vital to the operation of this facility, and therefore, the acceptance of alternate manufacturers does not release vendor from strict compliance with the requirements of this specification.
- 2.13 The vendor for this work shall be held to have read all of the Bidding Requirements, and Contract Proposal Forms; and in the execution of this work, he will be bound by all of the conditions and requirements therein.
- 2.14 The vendor shall be responsible for providing a complete functional system including all necessary components whether included in this specification or not.

2.15 This section includes Integrated Telecommunications/Intercom System. It includes requirements for Integrated Electronic Communications Network system components including, but not limited to, the following (*Only in existing Campuses with these Services and Equipment –or- new installation, building and projects):

- a. Administrative Telephones with LCD Display
- b. Attendant Console(s) with LCD Display
- c. Ceiling/Wall Mounted Speaker Assemblies
- d. Bell/Class Change Signaling System
- e. Public Address/Intercom System
- f. Controls, Amplifiers, and Terminal Equipment
- g. Power Supplies
- h. Wiring
- i. Master Clock
- j. Secondary Clocks
- k. Program Sources – AM/FM Tuner, CD Player
- l. VoIP Intercom Controller

2.16. Related Sections: The following sections contain requirements that relate to this Section:

- a. "Raceways," for raceways used for Integrated Electronic Communications Network systems cables.
- b. "Electrical Boxes and Fittings," for boxes, cabinets and fittings used with communications systems.

2.17 QUALITY ASSURANCE

2.17.1 All items of equipment including wire and cable shall be designed by the manufacturer to function as a complete system and shall be accompanied by the manufacturer's complete service notes and drawings detailing all interconnections.

2.17.2 The vendor shall be an established communications and electronics vendor. The vendor shall utilize a duly authorized distributor of the equipment supplied for this project location with full manufacturer's warranty privileges.

2.17.3 The vendor shall show satisfactory evidence, upon request, that the supplier maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The supplier shall maintain at his facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied.

2.17.4 Electrical Component Standard: Provide work complying with applicable requirements of NFPA 70 "National Electrical Code" including, but not limited to:

- a. Article 250, Grounding.
- b. Article 300, Part A. Wiring Method.
- c. Article 310, Conductors for General Wiring.
- d. Article 725, Remote Control, Signaling Circuits.

e. Article 800, Communication Systems.

2.18 EIA Compliance: Comply with the following Electronics Industries Association Standards:

- a. Sound Systems, EIA-160.
- b. Loudspeakers, Dynamic Magnetic Structures, and Impedance, EIA-299-A.
- c. Racks, Panels, and Associated Equipment, EIA-310-A.
- d. Amplifiers for Sound Equipment, SE-101-A.
- e. Speakers for Sound Equipment, SE-103.

2.19 Installation and startup of all systems shall be under the direct supervision of a local agency regularly engaged in installation, repair, and maintenance of such systems. The supplier shall be accredited by the proposed equipment manufacturers and be prepared to service the system for the completion of the guarantee period and provide the names, locations, and size of six (6) recent successful installations in the area.

2.20 The agency providing equipment shall be responsible for providing all specified equipment and mentioned services for all equipment as specified herein. The agency must be a local authorized distributor of all specified equipment for single source of responsibility and shall provide documents proving such. The agency must provide proof that the agency is adequately staffed with factory-trained technicians for all of the specified equipment. The agency must have established business for and currently be providing all services.

2.21 The vendor shall guarantee availability of local service by factory-trained personnel of all specified equipment from an authorized distributor of all equipment specified under this section. On-the-premise maintenance shall be provided at no cost to the DISD for a period of one (1) year (parts and labor) from date of acceptance unless damage or failure is caused by misuse, abuse, neglect, or accident. Additionally, all manufacturer supplied products must be covered by a five (5) year (parts only) limited warranty from the date of acceptance. The warranty period shall begin on the date of acceptance by the owner/engineer.

2.23 DELIVERY, STORAGE, AND HANDLING

- a. The selected vendor (s) shall deliver products in factory containers.
- b. Products must be stored in clean, dry spaces in original containers.
- c. The vendor must also protect products from fumes and construction traffic and handle carefully to avoid damages.

2.24 WARRANTY

- a. The vendor shall provide five-year warranties of the Intercom System against defects in material and workmanship.
- b. If any defects are found within the warranty period, the defective equipment shall be replaced at no cost;
- c. A one year warranty shall be provided for labor.

2.25 MANUFACTURERS (*Non-Proprietary Systems)

2.26 SYSTEM REQUIREMENT (*New Installations and Building (Projects))

- 2.26.1 The vendor shall provide complete and satisfactorily operating Integrated Communications/Intercom System as described herein, using materials and equipment of types, sizes, ratings, and performances as indicated. The vendor shall also use materials and equipment, so they form and integrated system, with components and interconnections matched for optimum performance of specified functions.
- 2.26.2 The system shall provide the state of the art in technology for internal telephone and intercommunications, emergency call-in notification, life safety paging and evacuation tones, secondary clock corrections, and class change tones with schedules. The system shall be easy to learn and operate. All standard system programming shall be user friendly to allow the system administrator the ability to easily program system features. The system shall be capable of being integrated to the VOIP Telephone system.
- 2.26.3 The system shall be a single electronic system consisting of classroom call buttons, administrative telephones, attendant console(s), amplified intercom channels, (classroom) speakers, corridor speakers, inside and outside horns, call-in switches and master clock.
- 2.26.4 Features offered by this system shall be implemented and controlled by a single software program that can be changed and expanded as DISD needs evolve.
- 2.26.5 The system shall lend itself to expansion by simple addition of hardware modules.
- 2.26.6 The system shall allow system monitoring and administration from a local Windows PC, networked Windows PC over the LAN, or remote Windows PC.
- 2.26.7 The system shall provide the ability to initiate life-safety paging announcements, evacuation tones and take cover tones from any telephone within the facility or outside the facility to any other location within the facility.
- 2.26.8 The system shall provide the ability to selectively communicate or monitor individual classrooms in emergency situations from any telephone within the facility or outside the facility to any other location within the facility; all communication within the classroom shall be hands free and will not require any interaction by the end-user to answer. Room speakers, call switches, and telephone extension numbers shall be programmable and may be assigned any two, three, four or five digit number. Any extension may be reassigned at any time, and it shall not be dependent on wiring or circuit numbers. Speakers and associated classroom station will be able to be reached by the same extension.
- 2.26.9 Room speakers, call switches, and telephone extension numbers shall be programmable and may be assigned any two, three, four- or five-digit number. Any extension may be reassigned at any time, and it shall not be dependent on wiring or circuit numbers. Speakers and associated classroom station will be able to be reached by the same extension.

- 2.26.10 The system shall provide the ability for amplified two-way voice communication any dialing telephone in the system, through any speaker in the system. This shall allow hands-free communication to any classroom or any individual loudspeaker unit. A programmable pre-announce tone shall sound immediately before the intercom path is opened and a supervisory tone shall continue to sound at regular intervals when speaker monitoring is active, complying fully with all privacy legislation.
- 2.26.11 The attendant console(s) and administrative phones shall be located where indicated on the plans, and these instruments shall be used for inter-school communication.
- 2.26.12 Integrated Master Clock: schedules, events and automatic daylight savings time correct.
- 2.26.13 The system supplier shall provide a tie line between the VOIP Telephone system and the Intercommunication System.
- 2.26.14 The purpose of the Integrated Communications System (PBX) is to enhance communication in the school environment. The PBX provides PBX service {communications, telephone, and wireless handsets} to school personnel and students at any point on school grounds. This system must provide an optimized solution with a combination of safety enhancements, long-term stability, low total costs, and ease-of-use specifically for the K-12 environment. All purposed systems must be compatible with existing technology to insure wire area network ability for future integration. Basis of design is the VOIP System.
- 2.26.15 The system as described consists of a Communications System telephone switch integrated with existing systems or new that adhere to the following specifications, classroom communications system, providing feature set and programming designed specifically to facilitate safe and efficient communications in the K-12 school environment. As system requirements vary any proposals must match in detail equipment listing in these specifications.
- 2.26.16 Failure to provide a fully integrated network communications system functionally equivalent or superior to these specifications will disqualify a proposal. In the event a system is installed that fails to adhere to these specifications, the system will be replaced at the vendors expense. The equipment should include the following (*Only if applicable on existing systems –or- New installations):
- a. Attendant Console(s) with LCD Display
 - b. Ceiling/Wall Mounted Speaker Assemblies
 - c. Normal Call-In Switches
 - d. Bell/Class Change Signaling System
 - e. Public Address/Intercom System
 - f. Controls, Amplifiers, and Terminal Equipment
 - g. Power Supplies
 - h. Wiring
 - i. Atomic Clock/Server Synchronization module
 - j. Master Clock
 - k. Secondary Clocks Program Sources
 - l. Tuner, Cassette, CD Auxiliary Input

- m. Remote Network Access Controller
- n. UPS Power Supplies - 1 per gateway/call manager

2.26.17 Low voltage communication vendor is responsible to provide all necessary hardware if applicable to coordinate with the owner or owner's audio video vendor with the integration of muting the classroom sound systems.

2.27 EQUIPMENT AND MATERIALS

2.27.1 GENERAL – Include – CPU cards, cards (extensions), Zone expanders, wiring and 66 blocks:

The system provided shall be a completely integrated communications system. Providing a separate intercom system, and stand-alone master clock may be considered, but shall meet fully the intent of this specification, and shall be demonstrated to the buyer or their agent for prior approval.

2.27.2 VoIP Based Intercom Controller (Gateway) (Qty 2) (High and Middle Schools). The Integrated Electronic Communications Network shall at a minimum, have the following features and capabilities.

3.27.3 The ability to network multiple controllers together to provide a single interconnected system within the facility. The networking capability must provide for total transparency between controllers and in turn operate as a single system. The system must be capable of all of the following multiple network transmission types: fiber, twisted pair, Ethernet, Voice over IP.

2.27.4 An Ethernet port for the connection of on-site or off-site diagnostics by distributor or factory-trained personnel. The controllers have the option to tie directly into the facility's Ethernet LAN/WAN (depending on firewall access) or to interconnect over their own Ethernet network (recommended).

2.27.5 System can connect to Telephone VOID System via an analog Central Office trunk, or T-1/PRI lines.

2.27.6 The Operating System and system programming database shall be stored in non-volatile flash memory. The Operating System can be easily upgraded through a configuration program without requiring replacement of any chips. The system programming database can be easily archived.

2.27.7 Support a flexible numbering plan allowing two, three, four, or five-digit extensions. The two, three, four, and/or five digit extensions can be intermixed within the same facility. Each extension can include leading or trailing alpha digits to match a facility's room numbering scheme.

2.27.8 The system shall have the ability for centralized attendant answering/call routing or optional automated attendant answering/call routing.

2.27.9 Personal Identification Numbers (PINs) for select administrators. By dialing their PIN at any system telephone, the administrator shall have access to the same capabilities assigned to their office telephone or admin handset, regardless of the restrictions on the phone they are currently using.

- 2.27.10 Reports on feature usage, system activity, etc. upon request either on site or remotely. The system shall also provide standard SMDR reports including: date, time, duration of call, extension number, and number dialed. The system shall allow for easy import of SMDR reports into spreadsheet format or other analysis software package.
- 2.27.11 The proposed system shall Direct Dialing, two-way amplified voice intercom between any telephone and staff speaker without the use of a press-to-talk or talk-listen switch.
- 2.27.12 The proposed system shall have Administrative Telephone Call Waiting feature that notifies the telephone user, who is already on their extension, that another telephone call is trying to contact their extension. The user has the option to answer the call before it is forwarded to another extension.
- 2.27.13 The proposed system shall have an "Executive Override" feature permitting an assigned telephone to "override" and break into ongoing telephone or intercom conversation(s) in the system.
- 2.27.14 DID: Direct Inward Dialing. The system can be configured with DID trunk(s) from the central office. The central office passes the last two to four digits of the listed directory number to the system which the system uses to direct the phone call directly to an extension (bypassing an attendant).
- 2.27.15 DIL: Direct Inward Line. The system can be configured with standard DIL, bi-directional CO trunks. The DIL always rings a specific extension of hunt group within the system.
- 2.27.16 DISA: Direct Inward System Access. The system can be configured to allow access to all system features/functions (paging, intercom, evacuation tones, toll access, class tone schedule selection, etc.) from any offsite DTMF dialing telephone via an incoming trunk line. Only authorized individuals may use this feature by dialing into the system through a dedicated trunk number, with or without a pass code, and then dialing a system function.
- 2.27.17 The proposed system shall have Direct Outward Dialing: An extension user can make external calls with attendant assistance.
- 2.27.18 The proposed system shall have Ground Start/Loop Start Trunks: system is able to interface with either type of subscriber trunk lines.
- 2.27.19 Pooled Lines: Administrative and Staff Users can seize one of multiple outside trunk lines by pressing a single key.
- 2.27.20 The system shall have the ability to place two levels of call-in from any staff location. Call-ins may originate from either a separate call switch or via the "*" button on the Staff Phone.
- 2.27.21 The system shall have the ability to answer intercom call-ins registered at any administrative telephone by merely pressing a single response button.
- 2.27.22 The selected vendor shall have Facilities for multiple telephone conversations to take place without preventing intercom, announcements, educational, or music programs from being distributed to other areas of the building.

- 2.27.23 The proposed system shall have the ability to automatically reroute incoming calls and call-ins to an alternate telephone or group of telephones if they remain unanswered for a predetermined amount of time.
- 2.27.24 The proposed system shall have Universal wiring for all data network, telephones, intercom speakers, and call switches using category 5, 5E and 6 cables. Systems requiring a custom cable plant will not be acceptable.
- 2.27.25 The proposed system shall have the ability to remotely locate Intercom Controller(s) (Gateways and or Mini Gateways) among MDF and IDF equipment closets to allow the most economical wiring of the system based on facility layout.
- 2.27.26 The proposed system shall have the option to automatically ring the staff telephone if the intercom path to the associated intercom speaker is unavailable.
- 2.27.27 The proposed system shall have the ability to initiate Class of Service changes either manually or automatically on a per station basis based on time of day, day of the week, and calendar.
- 2.27.28 The proposed system shall have a minimum of sixty-four (64) unique Classes of Service shall be available.
- 2.27.29 The proposed system shall have two-way communication capability from any telephone to any other classroom on the system.
- 2.27.30 The proposed system shall have "Student Phone" operation for selected telephone extensions. The "student phone" extension(s) will only allow outbound dialing.
- 2.27.31 The proposed system shall have desired time periods, restrict outbound dialing to local, non-toll calls and do not allow repeat dialing of the same number or prolonged conversations. "Student phone" extension(s) can be controlled manually from select administrative telephones and/or automatically based on time, day, and date.
- 2.27.32 The proposed system shall have the ability to alert designated attendant(s) with a special tone and visual indication of the location of any 911 call placed from classroom or administrative phone.
- 2.27.33 The Proposed system shall have the ability to perform any system feature or function from the administrative telephone.

2.28 INTERCOM/PAGING/TONES/CLOCK CORRECTION MODULE

- 2.28.1 The vendor shall provide units with the following (*New Installation/If applicable):
- a. An integrated intercom module for individual room intercommunications, all page and zone page, evacuation tones, multilevel call-in, secondary clock correction, and class change tones.

- b. The vendor shall provide systems with a two-way communication between any telephone and any room speaker.
- c. Preannounce tone prior to connecting any intercom conversation to alert the user to the call and prevent unauthorized monitoring. A tone shall be automatically repeated at regular intervals for the duration of the intercom call if the voice circuit is not activated.
- d. Audio paging access from any telephone to any single intercom speaker, zone (group) of intercom/paging speakers, or all speakers/paging horns throughout the entire facility.
- e. Single button access from any telephone on the system to distribute emergency announcements within the facility to all or select locations equipped with speakers. Emergency announcements originating from any assigned administrative telephone shall have priority over all regular system functions.
- f. Single button access from any telephone on the system to initiate alarm signals within the facility to all or select locations equipped with speakers. Up to nine (9) separate distinct alarm signals shall be provided. Alarm signals originating from any assigned administrative telephone shall have priority over all regular system functions.
- g. The system can automatically broadcast (with preprogrammed messages) page emergency instructions throughout an entire school when an alarm is tripped.
- h. Multilevel call-ins can be placed from either a classroom call-in switch. The call-ins route to select or all administrative telephones and can only be cleared from the system once answered from an administrative telephone. If a call-in is not answered within a preprogrammed time the call-in may reroute to other administrative telephone(s) and/or announce over intercom/paging speakers.
- i. An option for privacy call-in switches. When the privacy switch is activated it prevents administrative or classroom telephones from monitoring the specific classroom/location intercom speaker.
- j. An option for call assurance call-in switches. When the normal or emergency button is pressed, an LED lights up to visually confirm that a call-in has been placed.
- k. The system can automatically alter a call switch's class of service by time of day and date.
- l. The capability to assign speaker locations to any one or more of the sixteen (16) zones for zone paging, program/music distribution, or class change tone reception; this assignment is a programmable function.
- m. Automatic class change tones sent through all or selected intercom/paging speakers and/or horns. Any combination of up to nine (9) tones can be sounded to indicate different events. Up to eight (8) different class change schedules can be stored in the system and selected manually from an administrative telephone or selected automatically based on time, day of the week, and date. Tone type and duration are selectable for each class change event. A total of one thousand (1000) class change events can be stored on the system.
- n. Programmable "Music-on-Class-Change." A program source can be automatically routed to select zones of paging speakers or all speakers within the facility during each class change period.
- o. The system shall provide facilities to distribute program material (i.e. cassette tape, CD, radio broadcasts) in the following manner:
 - 1. The user shall cue remotely located music source or select radio station.
 - 2. From an Administrative Telephone the user can select the room(s) or areas to distribute program.
- p. Automated distribution based on event schedule.

- q. The module provides for secondary clock correction with the following features and functions:
 - 1. User programmable Automatic Daylight Savings Time Change.
 - 2. Latched operation of zone outputs to control lighting or other devices.
 - 3. Interface with most types of secondary slave clocks whether synchronous wired or electronic.
 - 4. User-programmable custom slave clock correction. Output relays rated at 5 amperes shall be provided on all zone circuits as necessary.
 - 5. Lithium battery will provide not less than 5 years battery back-up for timekeeping function.
- r. System has the ability to sync system time to the Atomic Clock Signal or to the schools or districts Network Time Server.
- s. The module provides for classroom security and call switch supervision with the following features and functions:
 - 1. All field wiring to call switches connected to the system can be individually supervised for opens or shorts.
 - 2. Security alarms may be programmed to automatically trigger pre-recorded emergency announcements and/or emergency tones to sound in select areas or through the facility when an alarm is activated.
 - 3. Multiple alarm inputs shall be provided to the main security and/or fire alarm system. Emergency tones and/or announcements can be triggered, via the primary security and/or fire alarm system, to provide redundant annunciation using the classroom and corridor speakers.
- t. Intercom and paging speakers/horns can be assigned to any one or more of the sixteen (16) zones for zone paging, up to sixteen (16) zones for program distribution, and sixteen (16) zones for class change tones. All of these zones may be configured to be independent of the other zones and in any combination. Initially, paging zones shall be provided for the
- u. Multi-School (High and Middle Schools) intercommunications shall accommodate more than one zone of operation and allow for multi-site, intercom functionality. Provide two channels of intercom capabilities. Failure to provide this functionality will result in the removal of the equipment at the contactor expense.

2.29 ADMINISTRATIVE TELEPHONE

2.29.1 Administrative telephones shall provide the following functions and features:

- a. Digital LCD Display.
- b. Optional three (3) line by twenty (20) character Alphanumeric Display: the display will indicate calling phone number, called number, caller ID, trunk ID, type of telephone call, type of call-in, calling phone/room's alpha description, and other characteristics of the call.
- c. Standard twelve (12) key dial pad and hook switch.
- d. Four (4) predefined soft keys: Release, Speaker, Transfer and Hold.
- e. Release – allows a user to release an extension, internal or external, that is being transferred.
- f. Transfer – initiate a transfer of the current telephone call to another telephone extension.
- g. Speaker – initiates hands free speakerphone operation with answerback.

- h. Hold – places a call or extension on hold
- i. Five (5) facility-wide programmable keys and ten (10) or twenty-five (25) individually programmable feature keys. The following programmable functions can be selectively programmed at each administrative telephone:
 - 1. Speed Dial – one touch dialing of any local or long distance number.
 - 2. DSS (Direct Station Select) – one touch dialing of any internal station (within the same facility) and indication of station status (in-use, on hold, available)
 - 3. Last Number Redial – one button speed dial calling of the last number dialed from that administrative telephone.
 - 4. Night Mode – place the system in and out of night answer mode.
 - 5. Call-in Answer – one touch answering of any call-in queued to the administrative telephone.
 - 6. Group Pickup – one touch answering of any telephone call routed to any of the available eight (8) calling groups.
 - 7. System Configuration Select – manually select among one (1) to four (4) available system configurations. The feature button will indicate which configuration is active. If the active system configuration changes automatically, the feature buttons will automatically update to reflect the change.
 - 8. Class Tone Schedule Select - manually select among one (1) to sixteen (16) available class change tone schedules. The feature button will indicate which configuration is active. If the active class tone schedule changes automatically, the feature buttons will reflect the change.
 - 9. Evacuation Tones – initiate evacuation tones to selected areas within the facility or throughout the entire facility. While tones are sounding it is possible to make a voice page on top of the tones.
 - 10. Zone Page – initiate pages to any combination of one (1) to sixteen (16) paging zones and the ability to combine these zones into user defined paging groups using speed dial buttons.
 - 11. Voicemail message notification and one-touch retrieval – the feature key will flash to indicate that one or more messages are waiting. Pressing the voicemail feature key will automatically connect the user with the voicemail box for that extension. Multiple feature keys can be configured to access different voicemail boxes from the same administrative telephone.
 - 12. DND Call Forwarding – one touch activation of Do Not Disturb call forwarding. The feature key will light to indicate that call forwarding is active.
 - 13. Busy Call Forwarding – one touch activation of Busy call forwarding. The feature key will light to indicate that call forwarding is active.
 - 14. Away Call Forwarding key – one touch activation of Away call forwarding. The feature key will light to indicate that call forwarding is active.
 - 15. In-Class Forwarding – one touch activation of In-Class call forwarding. The feature key will light to indicate that call forwarding is active.
 - 16. Mute - one touch ability to mute audio to distant party
 - 17. Missed Call Review – review, dial and delete Caller ID information for outgoing, incoming and missed calls.
 - 18. Conference – allows a user to conference up to five (5) other extensions into one group for a total of six (6) telephone extensions in the conference.
 - 19. Page – all page over all intercom/paging speakers and administrative telephones within the facility.

20. Volume Up/Down – while the telephone is ringing the volume up and volume down keys change the level of the ring volume. During a conversation the volume up and volume down keys change the level of the listen back audio.
21. Leave a Voice Mail Message – ability to reach a user's voice mail box without ringing their extension. Internal users can leave messages directly or transfer external users directly to voice mail boxes.
22. Speed Dial Set up – this puts the phone in speed dial set up mode allowing users to set speed dial buttons unique to their phone.
23. System Set-up – this allows users to access system and phone set-up information, including firmware version, MAC address, IP address, speed dial set up and other functions.
24. Telephone calls and call-ins will queue on the display based on type of call/call-in and time of call.

2.29.2 Each administrative telephone in the system shall be assigned, through software, the following individually programmable (allowed or restricted) features/options using the class of service attribute:

- a. Access to C.O. or external system trunks
- b. Access to specific area codes and/or prefixes
- c. Initiating zone page announcements
- d. Initiating emergency all page with override
- e. Initiating all page announcements
- f. Initiating emergency/evacuation tones
- g. Executive Override
- h. Initiating class change tones
- i. Receipt of class change tones and/or zone pages
- j. Call Forward – No Answer
- k. Call Forward – Busy
- l. Call Forward – In Class
- m. Call Forward – Always
- n. Door access control during intercom conversation
- o. Complete station software assignment including class of service, call group, hunting assignment, extension number, and any other features via system configuration software. User programmable features such as speed dial buttons can also be programmed using the system configuration software.
- p. Ability to make a "911" call from any administrative phone.
- q. "911" calls made from any phone in system will display as highest priority call to all administrative phones at location. Display will show "911" along with extension information.
- r. "911" call can only be cleared from display using a PIN code.
- s. Attendant Console Multi-School (Qty per school/academy) (High and Middle Schools) Attendant
- t. Console(s) indicated on the drawings shall provide all the features of an Administrative
- u. Telephone plus:
 1. Sixty four (64) programmable speed dial/DSS buttons per sidecar.
 2. Up to three (3) sidecars can be associated with an administrative telephone for a total of one hundred and ninety two (192) additional speed dial/DSS buttons.

2.30 STAFF TELEPHONE

Staff Telephones indicated on the drawings shall provide the following functions and features:

- a. Standard 48 volt analog single-line telephone.
- b. Standard twelve (12) key dial pad and hook switch.
- c. Ten (10) programmable speed-dial keys. Speed dial keys shall be programmable to include one or more "Pauses" in the dial stream.
- d. Last number redial key.
- e. Call transfer "flash" key to permit call to be transferred smoothly and efficiently without the need to use the hook switch.
- f. Ability to place a "911" call from any staff phones.
- g. "Message waiting" lamp.
- h. Facilities for desk or wall mount without special adapters.
- i. Instrument shall include "Transfer" key.
- j. Programming keys are concealed to prevent unauthorized alterations of speed dial numbers.
- k. Speed dial programming shall be retained even when the telephone is disconnected from the line.

2.30.1 Each staff telephone in the system may be assigned, through software, the following individually programmable (allowed or restricted) features/options using the class of service attribute:

- a. Access to C.O. or external system trunks
- b. Access to specific area codes and/or prefixes
- c. Initiating zone page announcements
- d. Initiating emergency all page with override
- e. Initiating all page announcements
- f. Initiating emergency/evacuation tones
- g. Initiating class change tones
- h. Receipt of class change tones and/or zone pages
- i. Automatic Call-Back-Busy
- j. Call Forward – No Answer
- k. Call Forward – Busy
- l. Call Forward – In Class
- m. Call Forward – Always
- n. Door access control during intercom conversation
- o. Set the priority level and target administrative telephone group for "normal" calls
- p. Set the priority level and target administrative telephone group for "emergency" calls
- q. Assignment of associated speaker to paging zone

2.31 ACCESSORIES (*New installations/If applicable)

2.31.1 Mounting – Head End Equipment shall be located in designated EIA-310-D Compliant 19" rack.

2.31.2 REMOTE PROGRAM & MICROPHONE INTERFACE – Power requirements 12v DC @40ma, Backbox requires standard 21/2" deep 2 gang box and maximum distance from controller is 1000ft.

2.31.3 VoIP-BASED 24,36,48, & 60 PORT REMOTE INTERCOM GATEWAY – Data Communication VoIP over Ethernet (10/100BaseT Ethernet), Inter-Chassis One (1) 100 Mb Ethernet connection, two twisted pairs one with overall shield. Port capacity 24, 36, 48 & 60 phones call switchers and speakers. Rack unit space 4RU. Zone relay output (3). Secondary clock corrections ports 1 – requires relay.

2.31.4 ATOMIC TO MASTER CLOCK SYNCHRONIZATION MODULE – shall be design for synchronizes of American Time & Signal clocks, or universal equivalent. Daily Atomic Clock synchronization via an internet connection over ALN or a local network time server (NTP). Automatic Daylight Savings Time corrections for all locations.

SPEAKER PAGING/INTERCOM PRIORITY MODULE-Mutes Classroom Sound Reinforcement during Intercom System activity (paging, tones, or intercom).

2.31.5 AM/FM CD PLAYER An auxiliary input jack should be provided in the main office of schools and academies (one in every multi school main office), to allow for universal connection of an external AM/FM CD source (i.e. portable radio, iPad, etc.).

2.31.6 POWER AMPLIFIER - shall be capable of delivering a minimum audio output of 325 watts RMS per channel into 4 ohms or 650 watts into 8 ohms. Frequency response shall be plus/minus .5 dB, 20-20,000Hz. The amplifier shall operate continuously from 120VAC. The amplifier shall include fused outputs protective circuit to safeguard against damage from prolonged overloads and from extreme overloads, such as shorted output line. Controls shall be provided for level control. An LED pilot indicator shall be incorporated. The amplifier shall be capable of delivering full rated power to 25V or 70V constant voltage lines VIA a companion transformer. Provide (2).

2.31.7 MICROPHONE - Desk type public address or paging type with base constructed of die-cast zinc alloy with durable molded cyclac body in matching black. Dynamic moving coil incorporates a special diaphragm of mylar, resulting in excellent sensitivity and smooth wide-range peak-free response of 50-12,000 Hz. Shall have press-to-talk and lock-to-talk switching, complete with 7'cord, concealed Hi-Lo switch, non-skid molded feet. Height 9 3/8", width 4 3/4", depth 5 7/8".

2.31.8 HIGH SECURITY CALL STATION - Two-way communications shall be accomplished by the built-in speaker-microphone. A call-in momentary pushbutton switch shall be provided. The complete unit shall be vandal- proof in design and construction, protected externally by an 11 gauge stainless steel plate with brushed finish. Actuators shall be flush with face plate and completely isolated from the push-button, and movement shall be coupled through a coil spring to prevent damage. Speaker- microphone shall be protected against tampering as well as by flame or liquids. Unit shall mount in a standard three-gang electrical box. Surface mount requires ACC1119 Back Box.

2.31.9 DIGITAL SECONDARY CLOCKS (High Schools Only) – American Time & Signal or universal equivalent – The Secondary Clock shall operate from 24vac, controlled from the Master Clock at the Central Cabinet. Furnish single face and double face digital clocks as shown on drawings. Furnish a clear heavy duty guard for the gymnasium. Single dial clocks shall be flush mounted. Double dial clocks shall be wall mounted. The display shall be 4 characters; seven segment red LEDs 2.5" high. Provide

5 gang (non-gangable box) for single faced and single gang for double faced. Clocks shall be installed in common areas which include:

- a. Hallways
- b. Main Office
- c. Cafeteria
- d. Gymnasiums
- e. Auditoriums

2.31.10 OUTDOOR WEATHERPROOF SPEAKERS - Lowell Model 8C10MR-T25. The weatherproof speaker shall have the following features: Moisture-Resistant 8" 8-ohm, 5oz. magnet, 25V/70V multi-tap transformer. Refer or the plans for quantities and locations of speakers. (Lowell Equal)

2.31.11 TAMPERPROOF SPEAKER GRILLE -The speaker grille shall be tamperproof and shall have the following features: Square two-piece aluminum alloy construction, heavy-gauge steel back-up screen, tamper-proof mounting hardware and textured white baked enamel finish. Refer to the plans for quantities and locations. (Lowell Equal)

2.31.12 CEILING SPEAKER ASSEMBLY – The speaker shall be an 8-inch speaker with a 25 volt transformer. The speaker shall be rated at 8 Watts RMS and have a Frequency Response of 65 to 17 Khz. The speaker baffle shall have dimensions of 23 ¾" Width, 11 ¾" Length and 3 3/8" Depth. The total weight of the speaker shall be 4 lbs. 14 oz. Refer to the plans for quantities and locations of speakers. (Lowell Equal) Provide volume controls in ceiling speaker assemblies for administration area.

- a. SPEAKERS – Speakers shall be an 8" permanent magnet cone type having viscous-damped cone and a ceramic magnet weighing 5 oz. It shall have a frequency response of at least 65-17,000Hz, 8 watt program power- handling capacity and an axial sensitivity of at least 96db at 4 feet with a 1 watt input. Voice coil shall be 3/4" diameter with 8 ohm impedance. Flux density shall be 10,000 gauss. The speaker shall be equipped with a multi- tap transformer 1/2, 1, and 2 watts, 25V. (Lowell Equal).
- b. FLUSH CEILING GRILLE - Constructed of steel and have a white baked epoxy finish. It shall include matched hardware for mounting a standard 8" speaker. Its overall diameter shall be 12 7/8" with center perforation of 7 5/8". (Lowell Equal).
- c. CEILING SPEAKER BACKBOX – Shall be a round one- piece back box for flush mounting a standard 8 inch speaker. The enclosure shall be of painted, one piece 22 gauge drawn steel and shall have applied in its interior a fire retardant resonance damping material. It shall have four perforated steel mounting brackets and four knockouts for conduit. Dimensions, 9 3/4" diameter with flange diameter of 12 2/16", mounting centers 11 1/4", depth 4 1/16". (Lowell Equal).
- d. SPEAKER SUPPORT BRIDGE - Shall be a single piece unit constructed of 24 gauge galvanized rust- resistant cold rolled steel, 23 3/4" long and 14 1/2" wide. The unit is designed for firm support of ceiling speaker, grille, and back box (if included). (Lowell Equal).
- e. FLUSH WALL SPEAKER BAFFLE - Constructed of heavy gauge CRS and shall have a white epoxy finish. It shall have a square grille opening with a separate subplate for mounting speaker baffle to the ACC1105 backbox. Its dimensions are 11 1/2" square by 3/16". (Lowell Equal).

- f. SURFACE WALL SPEAKER BAFFLE - Shall be of durable wood construction with modern decorator styling and have excellent acoustic quality, finished in natural blond. It shall have a full grille front and be at least 10 1/2" high, 10 1/2" wide and 6 3/16" deep with a volume of 475 cubic inches. Speaker mounting screws and wall mounting bracket shall be included. (Lowell Equal).
- g. SURFACE MOUNTED CEILING BAFFLE – Shall be constructed of heavy gauge CRS and shall have a white epoxy finish. It shall have a square grille opening with a separate subplate for mounting speaker baffle to the surface backbox. Backbox shall be 12 1/2" square by 4" deep with white epoxy finish. (Lowell Equal).

2.31.13 Equipment racks shall be located in a climate controlled MDF and IDF area/rooms as shown on drawings. Equipment racks shall be:

- a. Distributed among one or several equipment closets/rooms
- b. Self-contained, specifically engineered racks with provisions for all present and future components as described and recommended by the manufacturer within this specification.
- c. Racks shall be accessible from front and rear.
- d. All program, zone, and time circuitry, data, linkage, power, telecommunications components, and circuitry to be located in racks configured as approved by the Engineer.

2.31.14 Optionally

- a. The equipment may be desk or wall-mounted.
- b. Provide (1) uninterrupted power supply per Gateway.

2.32 LOW VOLTAGE SURGE SUPPRESSION

2.32.1 Low voltage surge suppression shall be installed on all runs between buildings. Surge suppressors shall operate at 27 volts and shall be manufactured by Ditek (only, no exceptions).

2.33 EXAMINATION

2.33.1 Examine conditions, with the Installer present, for compliance with requirements and other conditions affecting the performance of the Integrated Electronic Communications Network system work.

2.34 INSTALLATION

2.34.1 General:

Install system in accordance with NFPA 70 and other applicable codes. Install equipment in accordance with manufacturer's written instructions.

CABLE

- a. Speaker cable with call-in: CAT 6 only
- b. Speaker cable without call-in: 25292B

- c. Microphone cable: CAT 6 only
- d. Administrative Telephone cable: CAT6 only
- e. Clocks cable: WP25226B
- f. Remote Gateway to Main gateway cable: 6-Strand Multimode Fiber / 1 CAT 6 / 1-25292BBLUE
- g. Provide cables as indicated above. All cables shall be plenum rated.
- h. Manufacturers: West Penn, as indicated.
- i. The system vendor shall be responsible for the termination of the Administrative Telephones.

2.35 Wiring Methods:

2.35.1 Install wiring in raceway except within consoles, desks, and counters, and except in accessible ceiling spaces, and in gypsum board partitions, where cable wiring method may be used. Use UL listed plenum cable in environmental air spaces including plenum ceilings. Conceal wiring except in unfinished spaces. Ceiling trays are preferred for larger buildings. J-Hooks can be used in smaller installs.

2.36 Impedance and Level Matching:

2.36.1 Carefully match input and output impedance's and signal levels at signal interfaces. The vendor will provide matching networks where required.

2.36.2 Control Circuit Wiring:

2.36.3 Install control circuits in accordance with NFPA 70 and as indicated.

2.36.4 The vendor shall provide number of conductors as recommended by system manufacturer to provide control functions indicated or specified system manufacturer to provide control functions indicated or specified.

2.36.5 The vendor shall mount a main distribution frame behind the Integrated Electronic Communications Network console. All wires shall be laid down on terminal punch blocks and identified by the actual room location it serves. All the communications points shall be wired into this main distribution frame, laid down in sequence, and identified by which line it is on and the point position it serves.

2.36.6 All housings are to be located as specified and shown on drawings.

2.36.7 The vendor shall make installation in strict accordance with approved manufacturer's drawings and instructions.

2.36.8 The vendor shall provide necessary transient protection on the AC power feed, all station lines leaving or entering the building, and all central office trunks. All protection shall be as recommended by the equipment supplier and referenced to earth ground.

2.36.9 All cable shall be plenum rated. All cable ties shall be plenum rated.

2.37 Wiring Within Enclosures:

2.371.1 The vendor shall provide adequate length of conductors. Bundle, lace, and train the conductors to terminal points with no excess and provide and use lacing bars.

2.37.2 Provide physical isolation from each other for speaker-microphone, line-level, speaker-level, and power wiring. Run in separate raceways, or where exposed or in same enclosure, provide 12 inch minimum separation between conductors to speaker-microphones and adjacent parallel power and telephone wiring. Provide physical separation as recommended by equipment manufacturer for other Integrated Electronic Communications Network system conductors.

2.38 Splices, TDISD, and Terminations:

The vendor shall make splices, taps and terminations on numbered terminal punch blocks in junction, pull, and outlet boxes, terminal cabinets and equipment enclosures.

2.38 Identification of Conductors and Cables:

2.38.1 The vendor shall use color coding of conductors and apply wire and cable marking tape to designate wires and cables so all media are identified in coordination with system wiring diagrams.

2.39 Weatherproofing:

2.39.1 The vendor shall provide weatherproof enclosures for items to be mounted outdoors or exposed to weather.

2.40 Repairs:

Wherever walls, ceilings, floors, or other building finishes are cut for installation, repair, restore, and refinish to original appearance, will be done by the vendor.

2.41 GROUNDING

2.41.1 The vendor shall provide equipment grounding connections for Integrated Electronic Communications Network systems as indicated. Tighten connections to comply with tightening torques specified in UL Standard 486A to assure permanent and effective grounds.

2.41.2 Ground equipment, conductor, and cable shields to eliminate shock hazard and to minimize to the greatest extent possible, ground loops, common mode returns, noise pickup, cross talk, and other impairments. Provide 5-ohm ground at main equipment location. Measure, record, and report ground resistance.

2.41.3 The vendor shall provide all necessary transient protection on the AC power feed and on all station, lines leaving or entering the building.

2.41.4 The vendor shall note in his system drawings, the type and location of these protection devices as well as all wiring information.

2.41.5 The vendor shall furnish and install a dedicated, isolated earth ground from the central equipment rack and bond to the incoming electrical service ground buss bar.

2.42 FIELD QUALITY CONTROL

2.42.1 Manufacturer's Field Services:

The vendor shall provide services of a duly factory authorized service representative for this project location to supervise the field assembly and connection of components and the pre-testing, testing, and adjustment of the system.

2.43 INSPECTION

2.43.1 The vendor shall make observations as verified. Provide a list of final tap settings before paging speaker line matching transformers.

2.44 TESTING

2.44.1 The vendor shall rectify deficiencies indicated by tests and completely re-test work affected by such deficiencies at Vendor's expense. Verify by the system test that the total system meets the Specifications and complies with applicable standards.

2.45 COMMISSIONING

2.45.1 The vendor shall train the owner's maintenance personnel in the procedures and schedules involved in operating, troubleshooting, servicing, and preventative maintenance of the system. Provide a minimum of (8) hours training. Operators Manuals and Users Guides shall be provided at the time of this training.

2.45.2 The vendor shall schedule training with Owner through the Architect, with at least seven days advance notice.

2.46 OCCUPANCY ADJUSTMENTS

2.46.1 When requested by the Architect within one year of date of Substantial Completion, the vendor shall provide on-site assistance in adjusting sound levels, resetting matching transformer tDISD, and adjusting controls to suit actual occupied conditions. Provide up to three (3) visits to the site for this purpose.

2.47 CLEANING AND PROTECTION

2.47.1 Prior to final acceptance, clean system components and protect from damage and deterioration.

2.48 REPAIR AND MAINTENANCE

2.48.1 The vendor shall provide stock parts to perform emergency repair to DISD intercoms.

2.48.2 The vendor shall be able to respond to emergency outages within twelve (12) hours. Emergency outages are defined as those affecting 75% or more of the total operating capacity of a given site.

2.48.3 Vendors must maintain adequate hardware inventory to replace, repair and/or maintain each
system at the time dispatched.

2.48.4 Vendor must be prepared to provide an immediate replacement for defective equipment, to include hardware covered under the manufacturer's warranty; and shall not remove a defective unit without an immediate replacement.

Donna Independent School District
Request for Proposals (RFP) #:050625-849
Intercom System Services
Pricing Sheet

Item #	Description	Category	Unit of Measurement	Unit Price
1	Labor	Labor	Cost	\$
2	Materials and Parts	Inspections and Repairs	Each	\$
3	After Hours and Overtime	Labor and Repairs	Each	\$
4				\$

INSTRUCTIONS TO PROPOSERS

This portion of the CSP includes instructions on the format proposers must follow in preparing and submitting their quotes. It further identifies how questions can be raised and will be addressed.

Compliance with Specifications

Proposers are required to respond to all requests identified in this CSP and indicate their acceptance or objection to the terms of the CSP and the terms of the Agreement. Any exceptions to the terms and conditions in the CSP or the Agreement must be clearly identified. Each proposer, by making its quotes, represents that the proposer has read and understands the CSP and the Agreement.

Required Proposal Format

The forms included in the Packet must be completed and signed.

References

The District may contact with respect to your firm's work performance within the past five years. For each reference, include a contact in both the client's Finance and Legal areas:

- name of client
- your firm's role with client
- name/title of contact persons
- phone numbers/email addresses

Addendum

Any interpretations, corrections, additions, or changes to this CSP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by DISD.

Disqualification

A proposer may be disqualified before or after the sealed quotes are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

Environmental Initiatives

DISD is committed to reducing waste and promoting energy conservation. Toward that end, proposers responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted quotes should be self-explanatory and should not require any clarification or additional information.

No Return of Quotes; Withdrawal of Quotes

Once submitted, DISD will not return quotes to proposers. A proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.

Non-Collusion Statement

Proposers are required to certify a Non-Collusive Statement. Proposers are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that proposer has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from bidding, and has not in any manner, directly

or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against DISD or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Open Records Policy

DISD is a governmental body subject to the Texas Public Information Act. Proposals submitted to DISD 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. DISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by proposers.

Preferences

DISD may apply applicable preferences for Texas resident proposers in the event of a tie bid. Preferences must be explicitly claimed by proposer and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by DISD in a Child Nutrition Program. See Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

Responsive Proposal

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

Similar Products

Whenever an article or material is defined by DISD 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).

DISD is tax-exempt

DISD is tax-exempt. Proposal prices should not include taxes.

Sole Source

In order to become a Sole Source Vendor, a proposer must meet the requirements of Texas Education Code

§ 44.031 (j) Sole Source, as described below.

Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly
- Identification and confirmation that the product is a film,

manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment

- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

It is incumbent upon the Department to obtain and retain documents from the proposer which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with DISD as a Sole Source Vendor, DISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to:

Donna Independent School District
Attn: Purchasing Office
116 N. 10th St.
Donna, Texas 78537

DISD reserves the right to decide if your company is a qualified Sole Source Vendor.

Conflict of Interest (CIQ Form - must be filled out and attached to proposal in the Response

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

- 1) If the vendor has an employment or other business relationship with a local government officer of DISD 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 DISD, 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 HCDE.

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

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

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

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

• **DISD Board of Trustees and Superintendent include:**

Fernando Castillo, President
Jose Rogelio Reyna Jr., Vice-President
Ida M. Garcia., Secretary
Eloy Avila, Member

Jose L. Valdez, Member
Dr. Maricela Valdez, Member
Eva Castillo Watts, Member
Dr. Angela Dominguez, Superintendent of Schools

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIO form, sign and date it.

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware a conflict of interest exists.

EDGAR Conflict of Interest Requirements

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which 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 a firm considered for a contract.

The officers, employees, and agents of DISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through DISD's written procedures, DISD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through DISD's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the **Board President and addressed through DISD Board policies.**

Certificate of Interested Parties (Form 1295 - must be filled out electronically with the Texas Ethics Commission's online filing application and attached to proposal.

DISD is required to comply with House Bill 1295 (84th Leg. Session), which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits DISD from entering into a contract resulting from this CSP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **"Business Entity"** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE §2252.908(1).
- (2) **"Interested Party"** means a person:
 - a) who has a controlling interest in a business entity with whom DISD contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE §2252.903(3).
- (3) **"Controlling interest"** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **"Intermediary"** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person's participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a "business entity," all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_forn1295.htm - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert "Donna Independent School District"
 - In Section 3, insert the DISD CSP # for this proposal
- (2) **print a copy of the completed form (make sure that it has a computer-generated certification number in the "Office Use Only" box)**
- (3) **have an authorized agent of the business entity sign the form**
- (4) **notarize the form (not required after January 1, 2018)**
- (5) **submit the completed Form 1295 by attaching the form to your proposal in the Response Attachment**

DISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by DISD. After DISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from DISD.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																									
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<div style="border: 1px solid black; padding: 5px;"> OFFICE USE ONLY </div>																																									
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;"> Must file online at www.ethics.state.tx.us/File </div>																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Donna Independent School District																																											
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. DISD RFP # [insert "RFP" # here]																																											
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Name of Interested Party</th> <th style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th></th> <th></th> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																									
		Controlling	Intermediary																																								
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																											
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																											
ADD ADDITIONAL PAGES AS NECESSARY																																											

GENERAL TERMS AND CONDITIONS

The words "bids," "requests for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Vendor" means each awarded vendor chosen by DISD.

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/proposal forms issued in connection with this solicitation.

Proposers are responsible for identifying any exceptions to these terms and conditions.

ANY EXCEPTIONS MUST BE NOTED IN THE "SUPPLIER NOTES TO BUYER SECTION" OF THE EBID SYSTEM.

Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by DISD and eliminated from further consideration by DISD.

This Agreement is entered into between Donna Independent School District ("DISD") and Vendor, having submitted a proposal in response to a procurement solicitation issued by DISD and whose proposal has been accepted and awarded by DISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

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 DISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by DISD's Superintendent or its Chief Financial Officer (or their designees) after any necessary approvals have been obtained from the DISD Board of Trustees.

Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of DISD. 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 DISD. Vendor is required to notify DISD 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.

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.

Catalog Discounts

In the event of a catalog discount type proposal, Vendor may be allowed to make addition

and/or deletions from Vendor's offerings on an annual basis during the Agreement renewal period, in DISD'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 proposal (i.e. manufacturer name, product category, or entire catalog discount). DISD 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 DISD, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period.

Certifications

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory.

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

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 I 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 I 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 I 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 DISD. Vendor understands that Vendor is ineligible to receive a contract award with DISD 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) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). 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 DISD'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 DISD, Vendor shall furnish DISD with satisfactory proof of Vendor's compliance with this provision.

Confidentiality

Vendor and DISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and DISD 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 DISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability DISD, 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 DISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

Contract Term

The initial term of the Agreement is for a period of one (1) year, with DISD having the option to renew the Agreement for two (2) additional years in one (1) year increments. Consequently, the total term of the Agreement may be for a period of three (3) years. The phrase "Term" in this Agreement shall mean the then- current Term of the Agreement, whether the initial term or a renewal term.

Criminal History Review (SB 9 Contractor Certification: Contractor Employees Form; SB 9 Contractor Certification: Subcontractor Form - must be filled out and attached to proposal in the Response Attachment section, if applicable)

Prior to commencing any work under the Agreement, if Vendor contracts with DISD to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at DISD; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). 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. Tex. Educ. Code §§ 22.0834(a-1), .08341. The criminal history record information review obligation applies if Vendor contracts with DISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

Customer Reference List

Vendor agrees to submit a customer reference list upon request by DISD.

Customer Support

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

Entire Agreement

This Agreement, the procurement solicitation issued by DISD, and Vendor's proposal submitted in response to DISD's procurement solicitation, 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 this Agreement and the procurement solicitation issued by DISD or Vendor's proposal submitted in response to DISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by DISD and Vendor's proposal submitted in response to DISD's procurement solicitation, DISD's procurement solicitation shall control. 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.

Equal Opportunity

It is the policy of DISD 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.

Force Majeure

Neither DISD 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, DISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of DISD's contractual, legal, or equitable rights.

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 Hidalgo, County, Texas.

DISD Property

In the event of loss, damage, or destruction of any property owned by or loaned by DISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify DISD and pay to DISD 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 DISD's determination of the amount due. If Vendor fails to make timely payment, DISD 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 DISD.

Indemnification

VENDOR SHALL INDEMNIFY AND HOLD DISD 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 DISD.

Insurance

Vendor is required to provide DISD with copies of certificates of insurance, naming DISD as an additional insured, for Texas Workman's Compensation and General Liability Insurance. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to DISD prior to commencement of any work under this Agreement. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to DISD. Vendor shall give DISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

Minimum Insurance Requirements

- Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability.
 - All policies of insurance shall waive all rights of subrogation against DISD, its officers, employees, and agents.
 - Upon request, certified copies of original insurance policies shall be furnished to DISD.
 - DISD shall be named as an "additional insured" on all insurance policies.
 - DISD reserves the right to require additional insurance should DISD deem additional insurance necessary, in DISD's sole discretion.
- A. Workers' Compensation (with Waiver of subrogation to DISD) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
 - B. Statutory, and Bodily Injury by Accident: \$100,000 each employee.
 - C. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.
 - \$300,000 each occurrence Limit Bodily Injury and Property Damage combined
 - \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate
 - \$300,000 Personal and Advertising Injury Limit
 - D. Automobile Liability Coverage
 - \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

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.

Invoices - Payments

Invoices shall be directed to DISD's Accounts Payable Department. 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 DISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date DISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date DISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from DISD not later than the tenth (10th) day after the date Vendor receives the payment from DISD. The exceptions to payments made by DISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

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 DISD.

Multiple Contract Awards; Non-Exclusivity

DISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of DISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to DISD. During the Term of this Agreement, DISD 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.

New Products

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from DISD. 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. DISD may reject any proposed additions, without cause, in its sole discretion.

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 DISD, Vendor will not deliver substitutes without prior authorization from DISD.

No Agency or Endorsements

DISD 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 DISD and is not an employee, agent, joint venturer, or partner of DISD, 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 DISD and Vendor or DISD and any of Vendor's agents. Vendor agrees that DISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

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 DISD by this Agreement, DISD 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 DISD if it is determined by DISD, in DISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of DISD's current revenue only.

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.

Penalties

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

- (a) insist that Vendor honor the quoted price(s) specified in Vendor's proposal;
- (b) have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by DISD);
- (c) 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
- (d) recommend to DISD's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to DISD and/or that this Agreement be terminated.

Performance

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement.

Performance and Payment Bonds

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

Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by DISD.

Prices

All prices in Vendor's proposal shall be firm for the Term of the Agreement. All price changes shall be presented to DISD for acceptance or rejection by DISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by DISD 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).

Quantities

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

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 DISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by DISD 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 DISD 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 DISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Right to Audit

DISD, 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 DISD in connection with Vendor's work for DISD and shall be open to inspection and subject to audit and/or reproduction by DISD 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 DISD procurement policies and procedures,
- (c) compliance with provisions for computing billings to DISD, and/or
- (d) any other matters related to this Agreement.

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 DISD 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 DISD. Vendor shall indemnify and hold DISD 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.

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.

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 DISD. If a product cannot be shipped within that timeframe, Vendor shall notify DISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. DISD may cancel the order if the estimated shipping time is not acceptable to DISD, in its sole discretion.

Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to DISD 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 DISD and any such subcontractor, nor shall it create any obligation on the part of DISD to pay or to see to the

payment of any moneys due any such subcontractor except as may otherwise be required by law.

Taxes

DISD is tax-exempt, and DISD 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. DISD shall not be liable for any taxes resulting from this Agreement.

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 DISD 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.

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 DISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, DISD 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 DISD. DISD 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. DISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if DISD believes, in its sole discretion that it is in the best interest of DISD to do so. Vendor agrees that DISD shall not be liable for damages in the event that DISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. 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.

Title and Risk of Loss

Whenever DISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of DISD'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 and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal.

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.

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 DISD'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 DISD. 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.

Website Support

Vendor agrees to cooperate with DISD in publicizing contract particulars on DISD's website. Vendor agrees to work with DISD in updating and maintaining current information on Vendor's activities related to the Agreement on the website. Vendor agrees to provide an electronic version of its logo for use on DISD's website upon request and provide other information as reasonably requested by DISD to help ensure that DISD's website is current and consistently updated.

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 DISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on DISD's property.

It is understood and agreed that any modification or amendment to this agreement by either party shall be done in writing and shall be signed by both parties.

I have read these standard terms and conditions and fully understand them, and will fully execute them, if I am awarded this proposal.

Print - Type Name of Company Officer

Title

Signature

Company Name

Address

City, State, Zip Code

Telephone No.

Fax No.

Date

Email address:_____

EVALUATION AND AWARD OF PROPOSALS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by the DISD Procurement Division, to be the best value to DISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

Evaluation Criteria

A committee selected by DISD will review and evaluate all proposals and make a recommendation to the DISD Board of Trustees. DISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

Evaluation Factors	Weighted Value
1. Price	35 Points
2. Long Term Cost (Service, Supplies, Maintenance, Etc.)	25 Points
3. Quality of the vendors goods or services	10 Points
4. Extent to which the goods or services meet the District's needs	15 Points
5. Any other relevant factor(s) specifically listed in the request for bids or proposals (if applicable): <u>Walk-through/ Pre-bid Meeting Attendance</u>	15 Points
Total Points	100 Points

Awards

Awards will be made to the successful proposer(s) for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. DISD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to DISD. DISD shall comply with the Texas Public Information Act in the event DISD receives an open records request for information relating to proposals submitted in response to this RFP.

Competitive Range

It may be necessary for DISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

Estimated Quantities

DISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased.
DISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this

¹ As a general rule, DISD may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. §

200.319. However, DISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program) solicitation.

Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the DISD division issuing a Purchase Order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing DISD division for the delayed delivery. If defective or incorrect goods are delivered, DISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to DISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation

DISD 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.

Formation of Contract (Execution of Offer)

A response to this solicitation is an offer to contract with DISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a contract unless and until it is accepted by DISD after approval by the DISD Board of Trustees. A contract is formed when Purchasing Agent signs the Execution of Offer form.

Non-Exclusive Contract

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 DISD. DISD 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 DISD's sole discretion.

Pricing

DISD requires that the pricing submitted in proposals be offered as a quantity one price. DISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

SECTION II

Donna ISD Forms

DEVIATIONS FORM

If the Undersigned Vendor intends to deviate from the specifications set forth by utilizing any different materials, items, treatments, finishes, tailoring details, under construction, etc., contrary to those listed as standards in the specifications, then the Vendor shall enter the deviations on this form. If no deviations exist, Vendor shall enter "No Deviations". The Proposer then assures the Buyer of their full compliance with the specifications and conditions set forth.

FAILURE TO LIST SUCH DEVIATIONS, IN DETAIL, WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL/BID.

Print Name

Authorized Signature

Date

Address

City, State, Zip Code

Phone

Fax

FELONY CONVICTION NOTICE FORM

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

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

(Attach additional sheet if necessary)

Details of Conviction(s): _____

(Attach additional sheet if necessary)

Signature of Company Official: _____

REFERENCES

List references from at least four (4) of other entities (school district clients in Texas preferred if available) that you have worked with during the last five (5) years.

School District Client	
Contact's Name	Title
Street Address	City, State, Zip Code
Phone Number	Length of Time

School District Client	
Contact's Name	Title
Street Address	City, State, Zip Code
Phone Number	Length of Time

School District Client	
Contact's Name	Title
Street Address	City, State, Zip Code
Phone Number	Length of Time

School District Client	
Contact's Name	Title
Street Address	City, State, Zip Code
Phone Number	Length of Time

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services. Vendors receiving awards of contracts and all sub recipients must certify that the organization and its principals are not suspended or debarred.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

Your signature also certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (__.36)

Vendor Name: _____

Authorized Company Official's Name: _____

Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Company Official: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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 Form 1099 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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Conflict of Interest Questionnaire - EXAMPLE PAGE

All individuals or companies being paid by DISD are REQUIRED to complete this form

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Individual or company name goes here

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 you became aware that the originally filed questionnaire was incomplete or inaccurate.)

If you have an outside personal relationship or business arrangement with someone who works at DISD, list their name here. If there is no pre-existing relationship, write N/A here.

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.

If you have a personal relationship or business arrangement with anyone at DISD, please describe it in this section, and answer questions A and B.

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.

Check if applicable

Complete this section if applicable.

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 & date required from ALL VENDORS

Signature of vendor doing business with the governmental entity

Date

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.

PROPOSER/VENDOR CERTIFICATION FORMS
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by Donna ISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended, Donna ISD 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 _____ (If yes, insert initials of Authorized Representative of vendor.)

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

Pursuant to Federal Rule (B) above, when federal funds are expended, Donna ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Donna ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Donna ISD believes, in its sole discretion that it is in the best interest of Donna ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Donna ISD as of the termination date if the contract is terminated for convenience of Donna ISD. Any award under this procurement process is not exclusive and Donna ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Donna ISD to do so.

Does vendor agree to abide by the above?

YES _____ (If yes, insert 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 federal funds are expended by Donna ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ (If yes, insert initials of Authorized Representative of vendor.)

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

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

Does vendor agree? YES _____ (If yes, insert initials of Authorized Representative of vendor.)

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

Pursuant to Federal Rule (E) above, when federal funds are expended by Donna ISD, the vendor certifies that during the term of an award for all contracts by Donna ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ (If yes, insert 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 sub-recipient 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 sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Does vendor agree? YES _____ (If yes, insert 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 sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree? YES _____ (If yes, insert the 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 Donna ISD, the vendor certifies that during the term of an award for all contracts by Donna ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ (If yes, insert the 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 Donna ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Donna ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by Donna ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Donna ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor 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.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its responses 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 _____ (If yes, insert the initials of Authorized Representative of vendor.)

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above under Proposer/Vendor Certification Forms.

Vendor's Name/Company 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: _____

SB 252

CHAPTER 2252 CERTIFICATION

I, _____, the undersigned representative of _____ (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Donna Independent School District's Purchasing Department.

Name of Company Representative (Print)

Signature of Company Representative

Date

House Bill 89 VERIFICATION

I, _____, the undersigned representative of

_____ Company or Business name

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Donna Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Date

Signature of Company Representative

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Donna Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DISD RFQ # [insert "RFQ" # here]

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY