Lawn Maintenance Services
RFP 26.01

SCHEDULE:

Pre-Proposal Conference: 1:00 p.m., Wednesday, June 18, 2025 at BISD Administration Building, 3395 Harrison Ave., Beaumont, TX 77706

Questions Due: Monday, June 23, 2025 by 2:00 p.m.

Responses to Questions Posted: Thursday, June 26, 2025 by 2:00 p.m.

Response to RFP Due: Monday, July 07, 2025 by 2:00 p.m.

Ranking - Board Action: Estimated July 24, 2025

Board Contract Approval: Estimated July 24, 2025

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 – LAWN MAINTENANCE SERVICES

The Beaumont Independent School District ("BISD" or "the District") is requesting proposals from qualified offerors to provide Lawn Maintenance Services (also referred to as "the Project") as identified herein.

Sealed Proposals must be addressed to the Administration at the address listed below. Attendance is not required, but welcomed:

REQUEST FOR PROPOSALS FOR
RFP 26.01 LAWN MAINTENANCE SERVICES
due no later than
MONDAY, JULY 7, 2025 AT 2:00 P.M.

Beaumont ISD
Attn: Purchasing Department
3395 Harrison Avenue
Beaumont, TX 77706

ANY PROPOSAL RECEIVED AFTER THE FINAL TIMES AND DATES STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE OR EMAIL WILL NOT BE CONSIDERED. ALL RESPONSES MUST BE RECEIVED AT THE ADDRESS SHOWN ABOVE. RESPONSES SENT/ DELIVERED TO ANY OTHER DISTRICT ADDRESS WILL NOT BE CONSIDERED.

FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

Offerors must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process. The BISD reserves the right to accept or reject any Submission or any part thereof or any combination of Submissions and to waive any or all formalities. All responses in the Submission may be used by the BISD in the selection process. The BISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the BISD without regard to whether such information appears in the Submission.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 – LAWN MAINTENANCE SERVICES

SECTION 1: RFP OVERVIEW

Pursuant to the provisions of Texas Education Code Chapter 44, as amended, it is the intention of the Beaumont Independent School District ("BISD" or "the District") to select via the Request for Proposals process vendor(s) to provide Lawn Maintenance Services as generally described herein. Responses to this Request for Proposals ("RFP") are referred to herein as "proposals" or "submissions." Entities submitting proposals are referred to as "Offerors" or "Proposers."

The RFP may be obtained online at www.bmtisd.com/bids or at the Beaumont ISD Administration Building, 3395 Harrison Ave., Beaumont, Texas 77706.

PROPOSALS MUST BE RECEIVED NO LATER THAN
MONDAY, JULY 7, 2025 AT 2:00 P.M.

Any Proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

BISD Purchasing Department
3395 Harrison Avenue
Beaumont, Texas 77706

Two (2) complete copies of the proposal must be submitted. Proposal envelopes must be plainly marked on the outside as follows:

SEALED PROPOSAL – DO NOT OPEN
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 LAWN MAINTENANCE SERVICES

PROPOSALS MUST BE SUBMITTED ON THE PROPOSAL FORM ATTACHED AS EXHIBIT A. THIS REQUEST FOR RFP CONTAINS REQUIRED TERMS AND DESCRIPTIVE INFORMATION ABOUT THE SERVICES. RESPONSES NOT MADE AS SET FORTH IN THE REQUEST FOR RFP MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

For questions regarding this Request for Proposals, please contact BISD Purchasing Department via email at bids@bmtisd.com.

Questions must be received no later than 2:00 p.m. Monday, June 23, 2025. Questions will be responded to no later than 2:00 p.m. Thursday, June 26, 2025.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 – LAWN MAINTENANCE SERVICES

INTENT

The term of the prospective contract shall be for one (1) year, with four (4) possible, one-year extensions based upon mutual agreement of both parties (BISD and awarded contractor). The maximum duration of any contract resulting from this procurement is a total of five (5) years, running from the date of approval by BISD's Board of Trustees. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the District ("Board") in a regularly scheduled meeting of the Board. This contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Proposers are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities, school districts and other public, not-for-profit agencies and organizations.

PROCUREMENT METHOD: Beaumont ISD uses procurement procedures, consistent with State, Local and tribal laws and regulations and standards of 2CFR Part 200, for the acquisition of property or services required under a Federal award or subaward as detailed in 2 CFR §200.318. BISD's procurement procedures conform to the procurement standards identified in §§200.37 of subpart D – Post Federal Award Requirements.

Beaumont ISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services.

ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this package, the Offeror accepts the evaluation process and acknowledges and accepts that determination of the "best value" will require subjective judgments by the District, based upon the information responsive to the Evaluation Criteria and Weight/Points Value as published with this package.

Proposals are to include the information requested in all sections of this Request for Proposals. In addition to and separate from the requested information, Offerors submitting proposals may provide supplementary materials further describing their capabilities and experience.

SUBMISSION OF PROPOSALS

Following the deadline for receipt, the BISD's staff will receive, publicly open, and read aloud the names of the Offerors and, if any are required to be stated, all prices stated in the proposals. Within forty-five (45) days after the opening of the Proposals, the BISD shall evaluate and rank each Proposal submitted in relation to the selected criteria set forth below.

Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of BISD, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

The ranking shall be based on the data furnished by the Offerors in response to the Request for RFP. The following is a list of criteria and weight for each criterion. Unless modified by addendum prior to the opening of the Proposals, the following listing of criteria and weigh of criteria shall be utilized by the BISD, pursuant to TEC Chapter 44.

In accordance with Chapter 44, Subchapter B, Texas Education Code, BISD will evaluate proposals on the basis of the following selection criteria:

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 – LAWN MAINTENANCE SERVICES

Selection Criteria Weight Table		
	Detailed Methodology for Scoring	**Criteria Weight**
	Price Proposers will receive an assigned share of the total available points for this criterion based on the total monetary value of the Proposal. A formula will be used as follows to determine the award of points: A: Lowest Priced Proposal B: Current Proposal being scored C: Possible Points D: Total Points scored Formula: A / B = Percentage (%) % x C = D	50 Points
	Reputation of Vendor and of Vendor's goods and/or services The Owner will consider the proposer's experience and reputation and the proposer's answers to the Questionnaire, including, but not limited to, the record of past performance, general reputation of the proposer, and the proposer's knowledge, reliability, character, integrity, skill, and stability; the proposer's experience providing lawn maintenance services on a similar scale. Proposer's references may be reviewed and evaluated.	20 Points
	Quality of Vendor goods and/or services Proposer demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Proposer shows no or limited past history of claims, suits, and failure to perform. Proposer shows ability to maintain cost with no cost increases. Proposer has a record of timely completion of work. Owner will consider the answers to the Questionnaire which relate to the quality of the Proposer's services.	15 Points
	Extent to which the goods and/services meet the district's needs	10 Points
	Proposer's past relationship with BISD Proposer's past relationship with Beaumont ISD, personnel & success of project(s) & timeline(s)	5 Points
	Impact on the ability of the district to comply with laws & rules relating to HUBs	0 Points
	Total long-term cost to BISD to acquire Vendor's goods and/or services	0 Points
	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: **(A) Has its principal place of business in this state; or** **(B) Employs at least 500 persons in this state**	0 Points
	Other	0 Points

100 Points Total

As a general rule, BISD may not apply geographic preferences for procurements involving federal funds. 2 CFR §200.319. However, BISD 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 7 CFR §§ 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).

All responses in the Proposal may be used to help the BISD select an Offeror based on these criteria. The BISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the BISD without regard to whether such information appears in the proposal.

SECTION 2: COMMITMENTS OF THE BISD

This Request for Proposals does not obligate BISD to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal. BISD assumes no financial responsibility for any costs incurred by proposers in developing and submitting a proposal, participating in pre-proposal meetings, or any other costs incurred by proposers in connection with this procurement solicitation.

1. **BISD, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

2. **BISD RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL.**

3. **BISD RESERVES THE RIGHT TO WAIVE ANY FORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE CONSTRUCTION AND/OR PROCUREMENT DOCUMENTS, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.**

4. **BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BEAUMONT INDEPENDENT SCHOOL DISTRICT, AND/OR BISD'S BOARD MEMBERS, ADMINISTRATORS, EMPLOYEES, AND/OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROCUREMENT PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

5. BISD reserves the right to withdraw/cancel this solicitation at any time for any reason, remove any scope component for any reason and to issue such clarifications, modifications and/or amendments as deemed appropriate by BISD, in its sole discretion.

6. A response to this procurement solicitation is an offer to contract with BISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the RFP documents. A contract is not formed unless and until a proposal is accepted and awarded by BISD after approval by the BISD Board of Trustees.

7. A proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.

8. Proposals received will become a part of BISD's official files without further obligation to the respondents.

9. Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of BISD, or to any consultant, employee, or member of BISD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.

10. No employee, officer or member of BISD shall participate in the selection, development of a response to this procurement solicitation, award or administration of a contract resulting from this procurement solicitation if a conflict of interest, real or apparent, would be involved.

11. Proposers shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.

SECTION 3: INSTRUCTIONS TO OFFERORS

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

A. COMPLIANCE WITH RFP: Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP. Any exception to the terms and conditions in the RFP must be clearly indicated on the Proposal Form in the Note to Buyer section of the form. Each proposer, by making its proposal, represents that the proposer has read and understands the RFP.

B. PROPOSAL FORM: The Proposal Form attached as Exhibit A must be filled out and signed by the Offeror.

C. ADDENDUM: Any interpretations, corrections, additions, or changes to this RFP will be communicated to proposers by issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal to determine whether an addendum was issued. Addendums will be posted on BISD's website www.bmtisd.com/bids under the appropriate RFP 26.01.

D. DISQUALIFICATION: A proposer may be disqualified before or after the proposals 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.

E. AGREEMENT: A Purchase Order shall be distributed by the District to the Vendor each fiscal year. By accepting the district's purchase order, the Vendor will be agreeing to BISDs purchasing terms and conditions. These terms and conditions can be found at the following web address. https://www.bmtisd.com/cms/lib/TX01817643/Centricity/Domain/97/Beaumont%20ISD%20PO%20Terms_Conditions.pdf

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

G. TIME: Offeror agrees to hold the proposal open for acceptance for forty-five (45) calendar days from the proposal due date.

H. WITHDRAWAL OF PROPOSALS: Offerors may request permission to withdraw a proposal prior to the actual time for proposal opening. Such request must be made in person or in writing at the same location designated to receive the proposal. The BISD will return the proposal documents unopened at that time.

I. WAIVER: By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the BISD, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of the proposal. The BISD shall have no contractual obligation to any Offeror, nor will any Offeror have any property interest or other right in the proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have been fulfilled by the Offeror.

J. INTERLOCAL AGREEMENT WITH OTHER SCHOOL DISTRICTS:

1. *Membership. Beaumont ISD is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA), an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.*
2. *Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Beaumont ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.*
3. *Document Sharing between Members. To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.*
4. *Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.*

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

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

M. BISD IS TAX-EXEMPT: BISD is tax-exempt. Proposal prices should not include taxes.

N. EDGAR CONFLICT OF INTEREST REQUIREMENTS:

1. In accordance with federal EDGAR requirements, 2 CFR § 200.318(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 BISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

   Violations of this standard by an employee will be reported to the Business and Finance Department and addressed through BISD's personnel policies. Violations of this standard by an officer shall be addressed to the Board and addressed through BISD Board policies.

2. Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics

Commission's online filing application and submitted with Vendor's proposal.

P. OTHER INFORMATION: The BISD believes the information included in this Request for RFP is materially accurate, however, the BISD does not warrant this information to be free from errors or omissions. Offerors are encouraged to inspect the premises prior to submitting a response.

Q. THE OFFEROR MUST SUBMIT THE FOLLOWING ITEMS:

a. PROPOSAL FORM: Exhibit A, signed by Offeror.
b. RESPONSES TO BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT: Exhibit B, signed by Offeror.
c. PROOF OF INSURABILITY: Submit a letter from your insurance provider stating provider's commitment to insure the applicant for the types of coverage at the levels specified in the RFP, if awarded a contract in response to this RFP. Offeror shall also submit a copy of current insurance certificate.
d. BISD'S VENDOR PACKET, consisting of:

CONFLICTS OF INTEREST: Offeror acknowledges that it is informed that District Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District, shall file a completed conflict of interest questionnaire with the appropriate district records administrator not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the District; or (2) submits to the District an application, response to a request for qualifications, submissions or proposals, correspondence, or another writing related to a potential agreement with the District. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires must be included with responses to this RFP. Please consult your own legal counsel if you have questions regarding the statute or form.

e. COMPLETED FORM 1295. The form is available online with the Texas Ethics Commission at www.ethics.state.tx.us.
f. ALL FORMS included with this package.

R. <u>RESPONSIBLE PROPOSERS</u>, AT A MINIMUM, MUST MEET ALL OF THE FOLLOWING REQUIREMENTS:
Be an experienced, local vendor that can provide Lawn Maintenance Services to Beaumont ISD staff and member districts.

Proposals deviating or taking exceptions to the solicitation requirements may not be considered. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.

SECTION 4: SCOPE OF WORK; SCHEDULE

The intention of this Request for Proposals (RFP) is to engage a contractor to maintain the grounds at various district campuses and facilities. The services required include mowing, edging, weed eating, bed maintenance, and other necessary activities to maintain and enhance the appearance of the district grounds.

BISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with TEC Section 44.031 Purchasing of Contracts.

All site area maps are attached to this RFP as Exhibit D.

a. **Lawn Maintenance Services** includes mowing, edging, weeding. Prior to the initiation of service, the contractor shall submit a schedule for the approval of the Director of Maintenance & Operations that identifies the services dates or day of the week (when weekly service is required) per location.

i. The contractor shall complete all mowing within the estimated mowing schedule, unless notified otherwise by the Director of Maintenance & Operation. Schedules may vary due to testing or other projects.

ii. The heavy mowing period lasts approximately from March 1 to October 31. During this period, weather permitting, lawn mowing shall be weekly. No more than 10 calendar days shall be allowed between lawn mowing unless:
   1. Local emergency conditions preclude access to the property,
   2. Saturated ground conditions which would result in rutting of the lawn as determined by the Director of Maintenance & Operations and communicated to the contractor in writing.
   3. The contractor seeks and received prior authorization from the Director of Maintenance & Operations.

iii. Services from November 1 through February 28 shall be as determined by the Director of Maintenance & Operations.

iv. Mow primary lawn areas and all areas within fence lines using a finish type mower. Blades are to be sharpened in order to provide a sharp and clean result. Weed eating primary lawn areas is not permitted. Conventional wheel tractors and mowers may be used to mow secondary areas and outside of fenced areas to the public right-of-way. However, such mowers must show results equal to that of finishing mowers.

v. All grass areas shall be mowed to a height between 3” and 4”. Mowing shall be along a cutting path that shall allow cutters to transverse 100% of the required mowing area. Missed strands of grass or areas not uniformly cut shall be re-cut at no additional cost to the district.

vi. Mechanically trim fringe left by mowers around buildings, posts, trees, bushes and other raised objects. May be chemically treated on hard surfaces and in beds.

vii. Edge all walks, curbs, and drives with a bladed edging tool. Trim any grass or weeds in parking lot pavement, sidewalk joints, and street gutter.

viii. Before and after mowing, pick up and dispose of litter and debris from lawn, parking lots, sidewalks, landscaped and bedded areas, fence lines and accessible drainage areas, i.e. tree limbs, bushes, leaves, grass, cans, paper, plastic, and etc.

ix. Sweep or otherwise clean up and dispose of debris from mowing, edging and trimming/pruning efforts, including any debris or unsightly overlay of cut grass on lawn areas.

x. No debris shall enter the district’s storm water system at any time.

xi. No debris may be disposed of in any district provided on-site dumpsters. All debris must be removed from the property at the time of service. Contractor must receive prior approval from Maintenance & Operations for the temporary placement of a dumpster for extensive debris cleanup.

xii. Ruts, holes and other disfigurement of mowed areas caused by the contractor's mowing equipment shall be the responsibility of the contractor to repair to original condition. If the contractor is in doubt as to the soil conditions, the contractor is required to contact the Director of Maintenance & Operations.
xiii. Fill holes, cracks, crevices in the lawns.

b. **Beds Maintenance** includes weeding of all flower or shrubbery beds. Shape shrubs. Create and maintain bed edges (4").

i. Remove overgrown weeds from around buildings.
ii. Proposals should include a pricing sheet for replacement of dead shrubs.
iii. Bushes should be trimmed and shaped on each visit: trees seasonally.

c. **Special Event Days** must be included in all proposals to accommodate up to seven (7) lawn maintenance service requests for special events held at district facilities. These services will not require full-site maintenance across all district locations, but rather targeted maintenance at one or two designated event sites. The Director of Maintenance & Operations may request these special services at any time, up to a maximum of seven (7) times during the contract term.

d. **During UIL Athletics** for football, soccer, baseball and softball, BISD grounds will be responsible for maintaining the respective playing fields. The schedule below outlines the timeframes during which the district will provide field maintenance. Outside of these designated seasons/months, it is the responsibility of the awarded contractor to manage and maintain athletic fields.

i. UIL Football: August – December
    1. Football fields at Marshall MS, Pietzsch-MacArthur MS, Smith MS, Odom Academy, and Vincent MS
    2. West Brook HS / Durley and two (2) practice fields
    3. Beaumont United HS stadium area, 4th Street practice (inside track) and marked field by Jackson Center
ii. UIL Soccer: December – April
    1. Football fields at Marshall MS, Pietzsch-MacArthur MS, Smith MS, and Vincent MS
    2. West Brook HS / Durley
    3. Beaumont United HS stadium area and marked field by Jackson Center
iii. UIL Baseball: February – June
    1. West Brook HS playing field
    2. Beaumont United HS playing field
iv. UIL Softball: January – May
    1. West Brook HS playing field
    2. Beaumont United HS playing field

All other months (other than the months listed above) shall be maintained by contractor.

e. **Exclude** the baseball field on the Amelia/Vincent and Curtis map. It is currently maintained by another organization.

f. **Structures have been removed** from the Brown Learning Center/Central site map. The map does not show the removal of the Central High School structure. This area is now fully covered in grass.

g. **Bayou Willow Parkway** (both sides) are to be cut for curb appeal. That would include a minimum of 10 feet beyond the curb on the southern side of the roadway.

h. **The following sites** have detention ponds that are included.

- Doggett Family Stadium
- Amelia/Vincent
- Beaumont United HS

i. **The Hickman Ag Center pastures** are excluded from the RFP. Grounds around the residence, along the driveway and around the barn are included.

j. **The Maintenance and Transportation** Complex has an extensive construction project that is scheduled for completion in summer/early fall of 2026. Grounds outside of the construction area are included now, but the lawncare around the new Transportation Complex will be added into the scope of work, tentatively around June of 2026.

k. **The majority of the 19 acres on Claybourn** may be maintained with tractors and rotary cutters. However, the grounds adjacent to the street should be maintained to lawn standards for a minimum 50-foot wide path along the curb.

l. **The Waverly Street property (Old Price Elementary)** map shows a structure on the property that has been removed. This property is now fully covered in grass. The District intends to sell this piece of property, so it will temporarily be the responsibility of the Contractor to maintain this property. The price to maintain will be a separate break out proposal on Proposal Form A.

m. **Twice yearly application/treatment** for lawn burr weed on the practice and playing fields is to be included in this RFP.

n. **Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation:** BISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Proposers shall indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

When federal funds are expended by BISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities, including:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

o. **Formation of Contract (Execution of Offer):** A response to this solicitation is an offer to contract with BISD 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 BISD after approval by the BISD Board of Trustees.

p. **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 BISD. BISD is free to have multiple contracts for the awarded services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in BISD's sole discretion.

q. **Federal/State/Grant Funding:** BISD receives a variety of federal, state, and/or grant funding. Performance by BISD under any contract/Agreement entered into pursuant to this RFP may be dependent upon the appropriation and allotment of state/federal/grant funds (a "Prime Contract"), including, but not necessarily limited to, those awarded to BISD under its Administration for Children and Families ("HHS"), including Head Start and/or Early Head Start funding; grants/funding from the Texas Education Agency; other federal and/or state funding; and allocation of funds by BISD. If BISD is not appropriated or allocated the necessary federal/state/grant funds or its funding under a Prime Contract is eliminated or decreased, or BISD fails to allocate the necessary funds, then BISD will issue written notice to Vendor and BISD may terminate the Agreement without further duty or obligation to Vendor. Vendor acknowledges that appropriation, allotment, and allocation of funds may be beyond the control of BISD.

RFP SCHEDULE:

Pre-Proposal Conference: 1:00 p.m., Wednesday, June 18, 2025 at BISD Administration Building, 3395 Harrison Ave., Beaumont, TX 77706
Questions Due: Monday, June 23, 2025 by 2:00 p.m.
Responses to Questions Posted: Thursday, June 26, 2025 by 2:00 p.m.
Response to RFP Due: Monday, July 07, 2025 by 2:00 p.m.
Ranking - Board Action: Estimated July 24, 2025
Board Contract Approval: Estimated July 24, 2025

SECTION 5: TERMS & CONDITIONS

This procurement solicitation shall be in accordance with applicable law, including Chapter 44 of the Texas Education Code (Request for Proposal Method of Procurement), BISD policy, and the following terms and conditions of this procurement solicitation:

a. Contract Award. Award of a contract, if any, will be made to the proposer(s) who submits the proposal that offers the best value for BISD, based on (a) the selection criteria in this request for proposals and the weighted value for those criteria listed in this procurement solicitation; and (b) BISD's ranking evaluation.

b. Term: The term of the prospective contract shall be for one (1) year, with four (4) possibly, one-year extensions based upon mutual agreement of both parties (BISD and awarded contractor(s). The maximum duration of any contract resulting from this procurement is a total of five (5) years, running from the date of approval by BISD's Board of Trustees.

c. Interlocal Agreement with Other School Districts

1. *Membership. Beaumont ISD is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA), an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.*
2. *Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Beaumont ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.*
3. *Document Sharing between Members.* To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.
4. *Adopted Contract Management*. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

d. Taxes. BISD is exempt from taxation, and no proposal shall include any costs for taxes to be assessed against BISD.

e. Appropriated Funds. The purchase of services and/or products that arises from this solicitation is contingent upon the availability of appropriated funds. In addition to other termination rights contained in the resulting contract, if any, BISD shall have the right to terminate the resulting contract at the end of the current or each succeeding BISD fiscal year if funds are not appropriated by BISD's Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, BISD reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of BISD or the contractor. Upon termination of the contract, BISD shall not be responsible for any payment of any service or product

received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur.

f. Price Escalation. All prices offered herein shall be firm against any increase for the duration of the contract award and renewal terms, unless changes in the scope of work are requested by Beaumont ISD.

g. Insurance. Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. These requirements do not establish limits of Vendor's liability.

- All policies of insurance shall waive all rights of subrogation against BISD, its officers, employees, and agents.
- Upon request, certified copies of original insurance policies shall be furnished to BISD.
- BISD shall be named as an "additional insured" on all insurance policies except worker's compensation.
- BISD reserves the right to require additional insurance should BISD deem additional insurance necessary, in BISD sole discretion.

A. Workers' Compensation (with Waiver of subrogation to BISD) 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. 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

C. Automobile Liability Coverage

- $300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

h. Licenses. Contractor is responsible for any licenses/permits required for performance of contract. Contractor is required to be registered with the City of Beaumont building development office as per City Ordinance.

i. Applicable Work Standards: The applicable standards for the proper completion of this Contract require that the proposer/contractor possess or have access to a subcontractor that is licensed by the following organizations and/or abide by the applicable laws/rules/regulations:

1. Structural Pest Control Board (application of pesticides, PGRs or other chemicals)
2. Texas Department of Agriculture (same as above)
3. Texas Irrigators Advisory Council of the Texas Commission on Environmental Quality Commission (TCEQ) (repair of irrigation systems)
4. Occupational Safety and Health Administration (all maintenance activities)
5. American National Standards Institute (all maintenance operations)

i. Management. Should there be a change in contractor ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner of manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

k. Appeal/Protest Process. In accordance with applicable law, Owner is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and

administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. Any Proposer who submitted a proposal may appeal BISD's award, if the appeal is based on deviations from laws, rules, regulations, or BISD Board policies. BISD Board Policy GF (Local) applies to any Proposer wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Proposer shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to BISD's Director of Purchasing. Complaints/appeals must be received by the close of business on or before the 15th BISD business day after award of the contract. In the event Proposer is unsure about the award of the contract, it is the Proposer's responsibility to contact BISD on the next business day after the award is announced and verify details concerning the award.

a. **SECTION 6: EXECUTION**

The foregoing is true and correct. The BISD, or any authorized representative of the BISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information which the BISD might determine as being desirable.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

SECTION 7: REPRESENTATIONS AND CERTIFICATIONS

By submitting this Proposal, the Offeror:

1. Represents that to the best of its knowledge it is not indebted to the BISD. Indebtedness to the BISD shall be basis for non-award and/or cancellation of any award.
2. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded or state funded contract.
3. Certifies it's understanding that, should Offeror be selected for the Project: "The requirements of Chapter 44 of the Texas Education Code and the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that chapter.
4. Certifies its understanding that, pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at $100,000 or more and if the Offeror has at least ten (10) full time employees, then the Offeror, by its execution of any resulting agreement with BISD, represents and warrants to the BISD that the Offeror does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.
5. By signing, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Offeror certifies that the individual or business entity named is not ineligible to receive the specified payments and acknowledges that any resulting agreement may be terminated and payment withheld in this certification is inaccurate.
6. Offeror verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any contract with BISD.
7. Pursuant to Texas Government Code Chapter 2274, if the contract is valued at $100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the BISD that the Offeror does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.
8. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with BISD, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
9. Offeror certifies that it understands that Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Texas Education Code §22.08341 requires that the Contractor obtain criminal history record information ("CHRI") on **Covered Employees** with **Disqualifying Criminal Histories** (each defined below). These persons are prohibited from serving at a school district. Because of restrictions on what entities may access such information, prior to commencement of work under this Agreement, using the process established by the Owner, Contractor will be required to arrange with the Owner to obtain the national criminal history record information ("CHRI") on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties. Contractor will also be required to reimburse the Owner for the costs and expenses associated with obtaining the criminal history information by entering into the proposed Contract Documents will be required to agree to accept the Owner's interpretation of the report as to whether any Covered Employee has been determined to have a Disqualifying Criminal History and will be required to be excluded from assignment to the Project. The selected Contractor will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or

consultants) with a Disqualifying Criminal History to performing any work on BISD's Project or on BISD's property.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 – LAWN MAINTENANCE SERVICES

REPRESENTATIONS AND CERTIFICATIONS

Section 44.034 of the Texas Education Code, 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 of services performed before the termination of the contract." Note: **This 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 following information furnished is true to the best of my knowledge.

SELECT ONE:

❒ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
❒ My firm is not owned nor operated by anyone who has been convicted of a felony.
❒ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____ Details of Conviction(s): _____

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

Company Name: _____

Address: _____

Phone:_____ Fax:_____

_____ _____
Printed Name & Title Signature

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 – LAWN MAINTENANCE SERVICES

EXHIBIT A: PROPOSAL FORM

IDENTIFICATION OF OFFEROR AND ACCEPTANCE OF TERMS

IMPORTANT: A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Proposals.

1.1 **TO:** Beaumont Independent School District
Attn: Purchasing Department
3395 Harrison Ave, Beaumont, TX 77706

1.2 **SUBMITTED BY:** _____

Address: _____

Phone No.: _____ Email: _____ Date: _____

Signature: _____

1.3 **Pricing:** (amount in numbers)

A: Pricing shall be one lump-sum for lawn maintenance services for one (1) fiscal year, beginning August 1 – July 31. All specifications/scope of work outlined in this RFP shall be included.

Proposal Price: $ _____

B. Break-Out price for Waverly Street Property. (as outlined in Section 4; k)

Proposal Price (per one-time maintenance): $ _____

The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above-referenced project for the proposal amount(s) listed above.

Proposal prices are firm for acceptance by BISD for 60 days from the date opening of proposals has occurred.

Signed By: _____ Name: _____
(Type or Print)

Title: _____
(Type or Print)

1.4 **NOTE TO BUYER:** Any exception to the terms and conditions in the RFP must be clearly indicated on the Proposal Form in this section. Additional pages may be attached, if necessary.

_____

_____

_____

_____

_____

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 – LAWN MAINTENANCE SERVICES

EXHIBIT B

BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT

FIRM NAME: _____

CONTACT PERSON'S NAME, PHONE NUMBER AND EMAIL ADDRESS:

_____

Do you or any officer, partner, owner, sales representative, and/or spouse work for Beaumont Independent School District? ☐ Yes ☐ No

If yes, please specify: _____

Please indicate how you became aware of this procurement.

Source: _____

I. ORGANIZATION

1. Type of Organization

_____ Individual _____ Sole Proprietorship
_____ Partnership _____ Corporation, Incorporated in _____

2. Federal Employer Identification Number: _____

3. Number of persons currently employed: _____

4. How many years has your organization been in business as a contractor? _____

5. How many years has your organization been in business under its present business name? _____

List any other or former names your organization has operated under:
_____

II. LICENSING

1. List the jurisdiction(s) and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
_____
_____

2. List the jurisdiction(s) in which your organization's partnership or trade name is filed.
_____

III. EXPERIENCE

1. List the categories of work that your organization normally performs with its own forces.
   _____
   _____

2. Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)

   Has your organization ever failed to complete any work awarded to it?
   ☐ Yes ☐ No

   Has your organization filed any lawsuits or requested arbitration with regard to moving contracts within the last five years? ☐ Yes ☐ No

3. List at least three (3) references from businesses, K-12 Districts, Governmental Entities, etc. for which your firm has performed Lawn Maintenance Services for. Include name, email, and phone numbers.

   - _____
   - _____
   - _____

Personnel

4. Identify key personnel who would work on lawn maintenance projects.
   _____
   _____

5. Provide a description of your firm's home office location, satellite office locations, number and types of equipment available to support lawn maintenance projects.
   _____
   _____
   _____

IV. PAST RELATIONSHIP WITH BISD

1. Provide a list of past projects with Beaumont ISD including location, project description and date.
   _____
   _____

2. Was project(s) listed above completed successfully and on time?

   ☐ Yes ☐ No

   If no, explain why:
   _____
   _____

EXHIBIT C

BEAUMONT ISD
Purchasing Department
3395 Harrison Ave., Beaumont, TX 77706
Phone #: 409.617.5041

Vendor Packet

Vendor Packet that consists of the following documents:

(1) Vendor Information Form;
(2) ACH Form
(3) Conflict of Interest Form;
(4) W-9 Form;
(5) Proposer/Vendor Certification Forms;
(6) Felony Conviction Notice Form;
(7) Antitrust Certification Statement; and
(8) Confidentiality Declaration Form.

The completed Vendor Packet must be e-mailed by a BISD campus or department contact in PDF format to the BISD Purchasing Department at purchasing@bmtisd.com. Incomplete packets will be rejected.

Notice to Prospective Vendors:

1. Vendors must accept purchase orders for all purchases.
2. Purchase Orders are delivered electronically from teamssupport@bmtisd.com. Please make sure email/spam settings are adjusted to accept emails from this address.
3. The District will not be responsible for payment of goods/services without an approved purchase order.
4. In order to process payments timely, all invoices should reflect the purchase order number and must be sent (mailed or emailed) to BISD Accounts Payable Department.

   Mail: BISD Accounts Payable Dept.
   3395 Harrison Ave
   Beaumont, TX 77706

   E-mail: invoices@bmtisd.com
5. All payments are net 30 days after receipt of the goods and/or services.
6. Terms and conditions for all BISD purchases can be found at www.bmtisd.com.

Beaumont ISD
Preparing Our Next Generation

Vendor Information

Business Name: _____

DBA: _____

Website: _____

Phone: _____

Address: _____

_____

Type of Products/Services Provided: _____

Contact Information:

Name: _____

Title: _____

Email Address: _____

Phone: _____

Remit Information: (Please select option)

☐ Check ☐ ACH (form attached)

Check Payable To: _____

Address: _____

Phone: _____

Email address where purchase orders are to be sent: _____

Is Vendor Awarded on a Contract through a Purchasing Cooperative? ____ Yes ____ No

Cooperative Name(s): _____

Cooperative Contract #s: _____

Expiration Date(s): _____

Will the Vendor/Vendor's employees potentially have direct contact with students? ____ Yes ____ No
If yes, Independent Contractor Agreement & Criminal History Certification (fingerprinting) may be required.

Is the Vendor a current or former employee of BISD? ____ Yes ____ No

Is the Vendor a Minority and/or Women's Business Enterprise? ____ Yes ____ No

Is the Vendor HUB certified? ____ Yes ____ No

BISD
Preparing Our Next Generation

Office of Business and Finance

Beaumont ISD now offers payment by ACH direct deposit to all Accounts Payable vendors.

Payments by ACH are deposited directly into your bank account. A notification of the upcoming deposit is sent by email, containing the same memo information that would appear on a check stub.

If you would like your payment to be made by Electronic Funds Transfer through ACH, please complete Sections 1-3 of the form below, sign in Section 3, and return to the Accounts Payable department via email at **invoices@bmtisd.com**, fax at **409-617-5182**, or mail at **3395 Harrison Avenue, Beaumont, TX 77706**.

Accounts Payable Electronic Fund Transfer Agreement (EFT)

(PAYMENT BY ACH)

Section 1- Vendor Information

Name:
Address:
City/State/Zip: Phone:
Last 3 digits of Fed ID or SSN (to verify vendor identification):
Email Address for Notification of Deposit (required):

Section 2 – Bank Account Information (contact bank ACH department for correct routing number)

Financial Institution Name:
Financial Institution Address:
Routing Number for ACH:
Depositor Account Number:
Type of Account: _____ Checking _____ Savings

Section 3 – Authorization

I authorize Beaumont ISD to credit my account with the depository named above. If the district erroneously deposits funds into my account, upon notification by the district, I will authorize the necessary debit entries to correct the error, provided they do not exceed the amount deposited in error.
This authorization will remain in effect until the district has received written notification from me that it is to be terminated.
Printed Name: **Date**:
Signature:

BISD Business and Finance Office Purposes Only:

Vendor Verification ☐ Yes ☐ No **Date:** _____ **Initials:** _____

Associate Name: _____

ACH Testing ☐ Pass ☐ Fail **Date:** _____ **Initials:** _____

Entered: **Date:** _____ **Initials:** _____

Confirmed: **Date:** _____ **Initials:** _____

Administration Building
3395 Harrison Ave.
Beaumont, TX 77706
p 409-617-5000
bmtisd.com

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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. See also *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*.

What's New

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

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

Purpose of Form

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

BISD CONFLICT OF INTEREST DISCLOSURE STATEMENT

Beaumont Independent School District (BISD) 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 BISD or who seeks to do business with BISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

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

"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).*

- ***BISD Board of Trustees and Superintendent include:***

  Ms. Matilda "Tillie" Hickman, President
  Mr. Stacey Lewis, Jr., Vice-President
  Ms. Denise Wallace-Spooner, Secretary
  Mr. Robert C. Dunn, Sr.
  Mr. Woodrow Reece, II
  Mr. Thomas Sigee, Sr.
  Mr. Joe A. Evans, Jr.
  Dr. Shannon Allen, Superintendent

- ***Current local government officers include, but are not limited to:***
  Superintendent, Assistant Superintendents, Administrators, Directors, Principals, Supervisors, Secretaries, Faculty members, District Staff.

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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.

BEAUMONT INDEPENDENT SCHOOL DISTRICT
PROPOSER/VENDOR CERTIFICATION FORMS

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by BISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by BISD in a fiscal year of BISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to BISD for the duration of the Agreement; (2) promptly provide to BISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of BISD; and (3) on completion of the Agreement, either (a) provide at no cost to BISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to BISD.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

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

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

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

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

BISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by BISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

_____ Initials of Authorized Representative of Vendor, if applicable

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

The following provisions are required and apply when federal funds are expended by BISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between BISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative,

contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by BISD, BISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (B) above, when federal funds are expended by BISD, BISD 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or BISD. BISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if BISD believes, in its sole discretion that it is in the best interest of BISD to do so. If BISD terminates the contract for any reason, written notice of termination will be provided to vendor. The vendor will be compensated for work performed and accepted and goods accepted by BISD as of the termination date if the contract is terminated for convenience of BISD. Any award under this procurement process is not exclusive and BISD reserves the right to purchase goods and services from other vendors when it is in the best interest of BISD.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

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

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD 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 or by the State of Texas. Vendor shall immediately provide written notice to BISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used

Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by BISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by BISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Pursuant to Federal Rule (J) above, when federal funds are expended BISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that (1) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (J) above.

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

(K) Consideration of Small, Minority, And Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by BISD, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4)

establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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

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

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

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

If vendor is a subrecipient of BISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, ncluding, without limitation, financial records, supporting documentation, and statistical records, for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by BISD 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

When federal funds are expended by HCDE for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

To the greatest extent practicable and consistent with law, BISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts and purchase orders under this federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

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

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

Vendor agrees that BISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records of Vendor, and its successors, transferees, assignees, and subcontractors that are pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this Contract, or the Federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all 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.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

BEAUMONT INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTICE FORM

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 an agreement 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 the agreement 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".

Subsection (c) states "this section does not apply to 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 information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Authorized Official's Name (Printed or Typed): _____

You must select one and sign below:

☐ Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

☐ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.

☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Conviction(s): _____

(Attach additional pages if necessary.)

Signature of Company Official: _____

Date: _____

BEAUMONT INDEPENDENT SCHOOL DISTRICT ANTITRUST CERTIFICATION STATEMENT
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Signature: _____

Printed Name: _____

Title: _____ Date Signed: _____

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO BISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552.

As a governmental body, BISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to BISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If BISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," BISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that BISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.0222, "contracting information"[1] is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

(1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or

(2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

BISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability BISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or BISD and determined by BISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that BISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

[1] "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

Please check **ONLY ONE** of the following options:

☐ **Declaration of Confidentiality – Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.**

☐ **Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to BISD and that its proposal and all other information—including any pricing information—submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement.**

_____
Vendor Name

_____ _____
Printed Name of Authorized Officer/ Representative of Vendor **Title**

_____ _____
Signature **Date**

EXHIBIT D – SITE AREA MAPS

Administration Building – 3395 Harrison Ave



EXHIBIT D – SITE AREA MAPS

Administration Annex and Smith Middle School



EXHIBIT D – SITE AREA MAPS

Early College High School



EXHIBIT D – SITE AREA MAPS

Amelia Elementary and Vincent Middle School



EXHIBIT D – SITE AREA MAPS

Bingman Pre-K

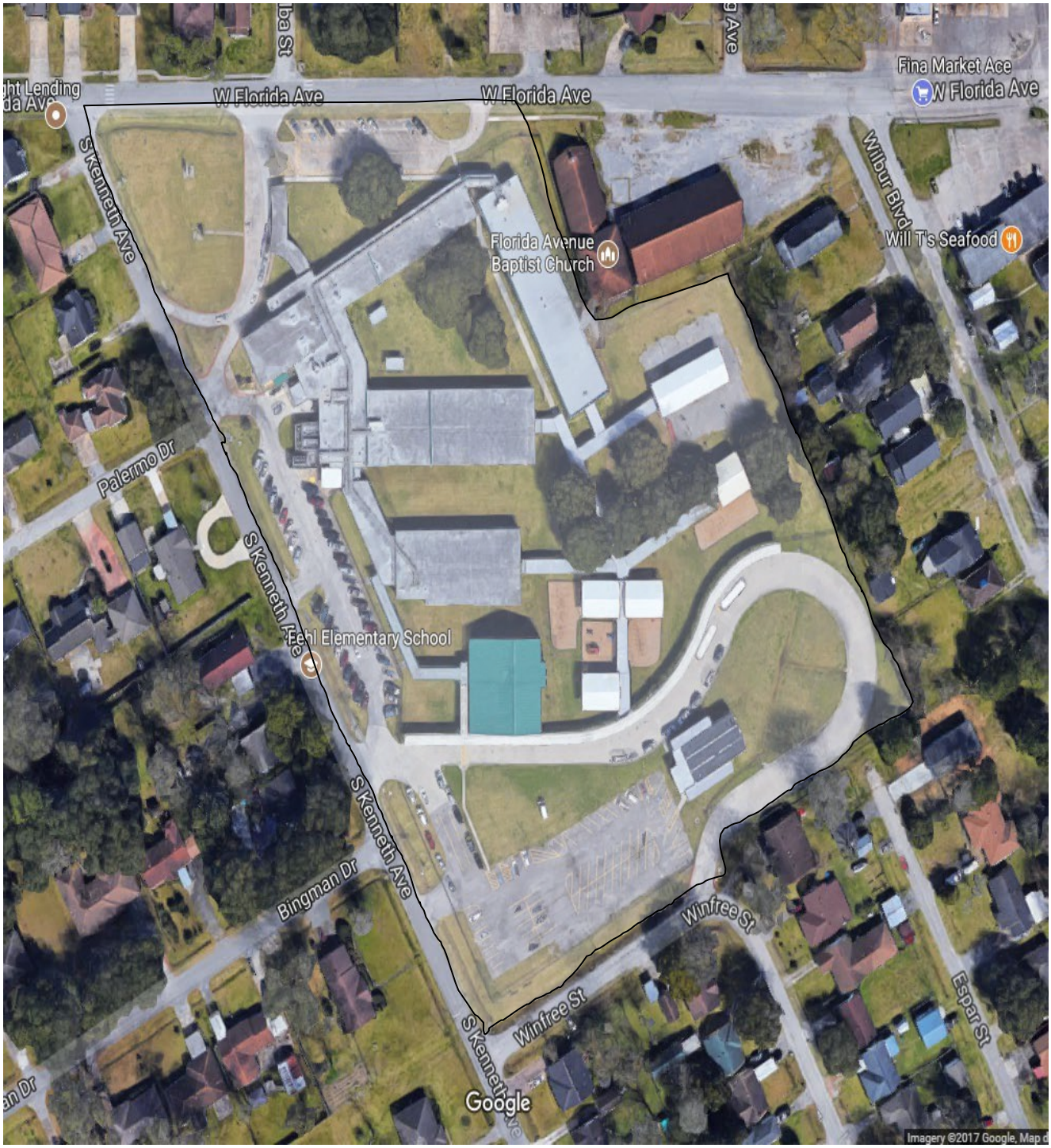


EXHIBIT D – SITE AREA MAPS

Blanchette Elementary

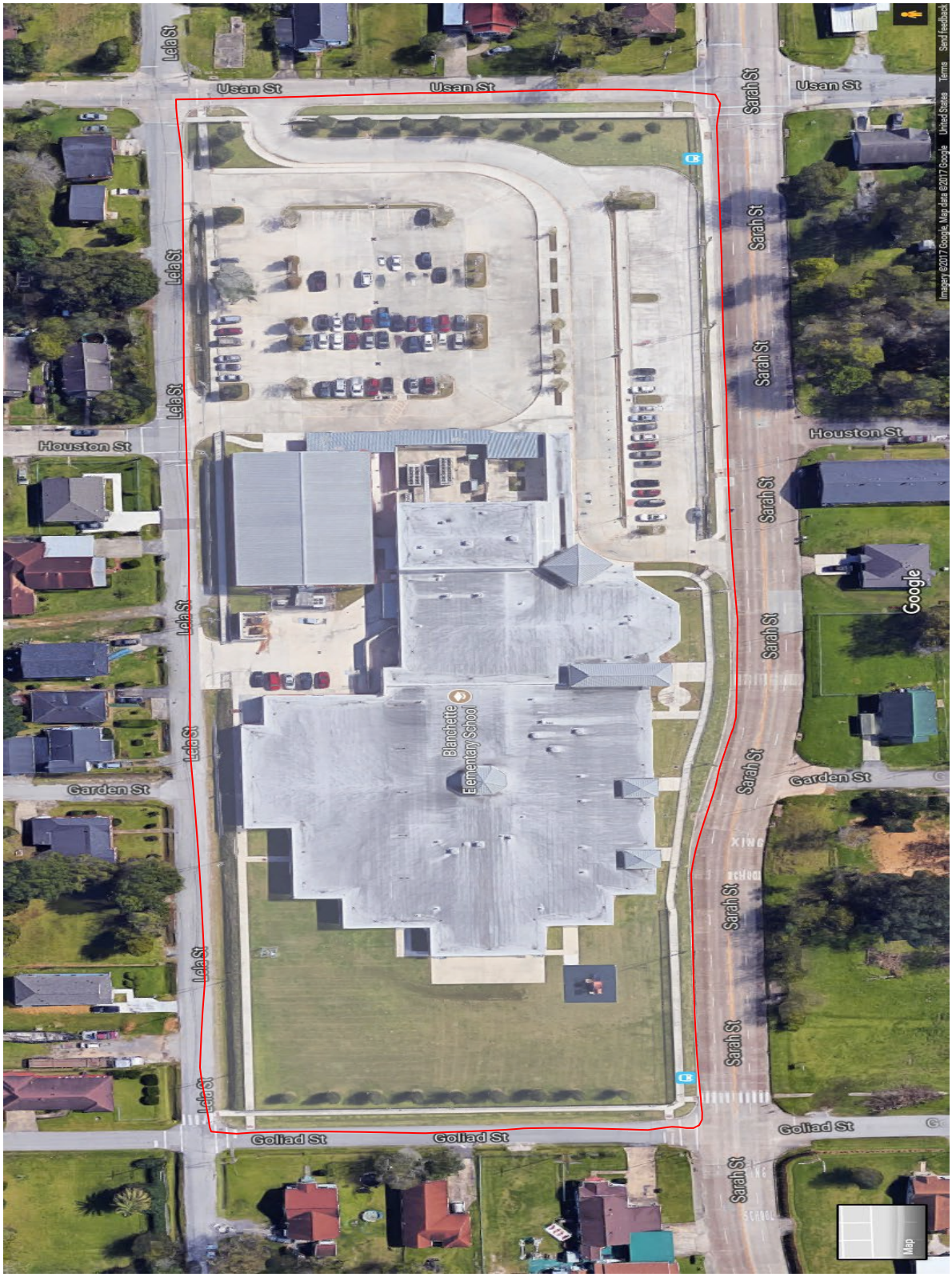


EXHIBIT D – SITE AREA MAPS

Caldwood Elementary



EXHIBIT D – SITE AREA MAPS

Old Central HS / Paul Brown

The Central High School structure has been removed and is now fully covered in grass

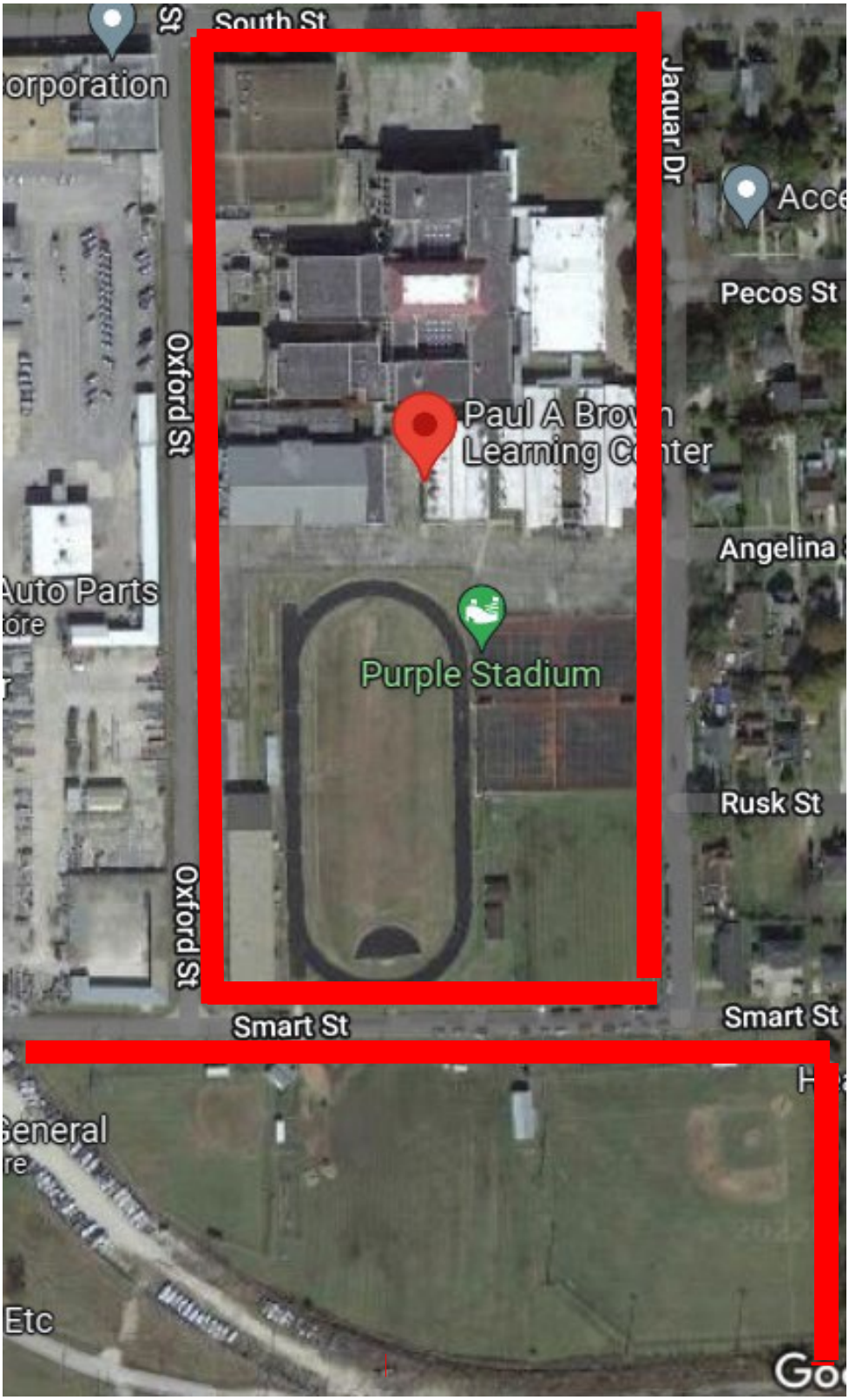


EXHIBIT D – SITE AREA MAPS

Charlton-Pollard Elementary

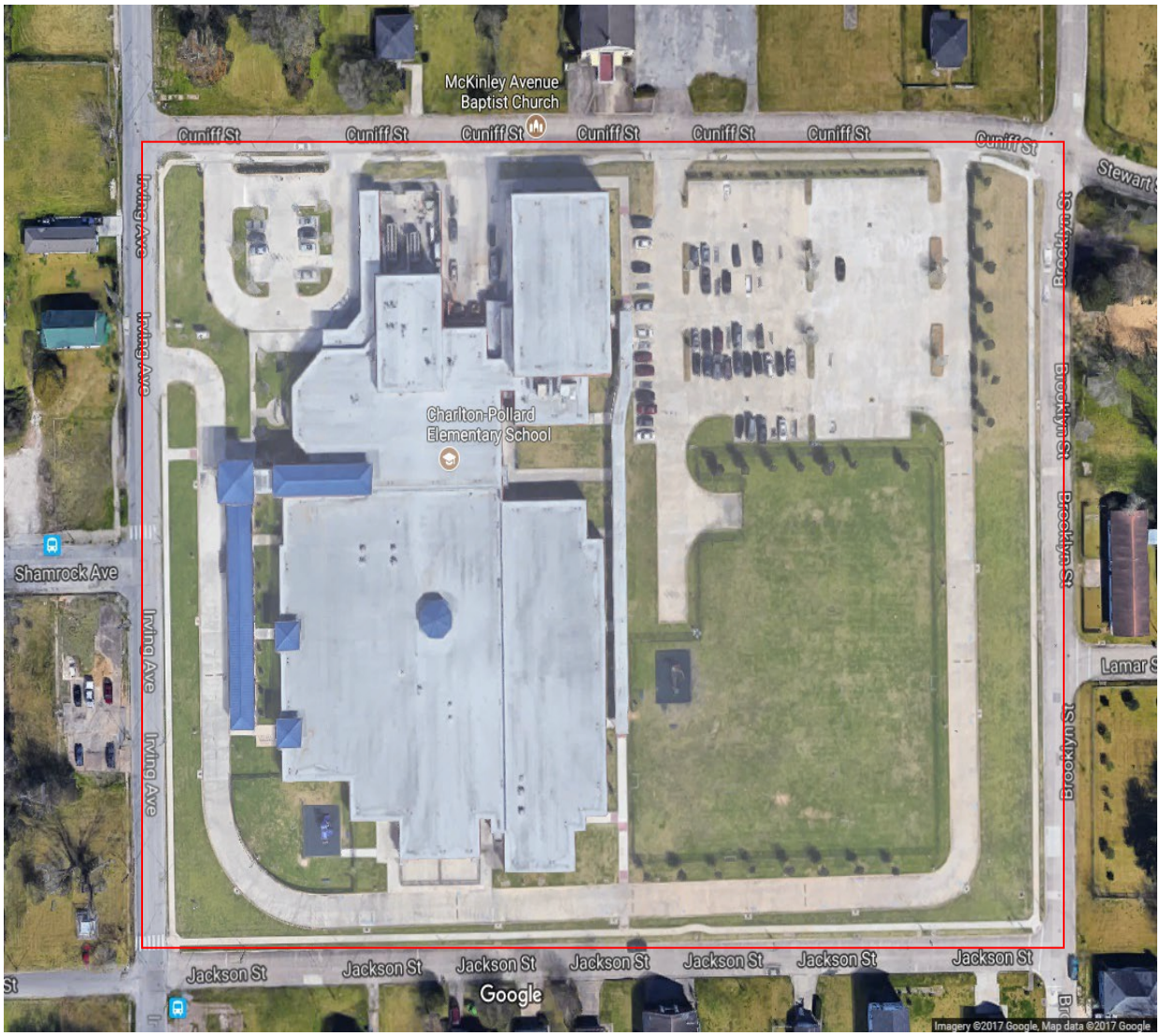


EXHIBIT D – SITE AREA MAPS

Curtis Elementary



EXHIBIT D – SITE AREA MAPS

Dishman Elementary



EXHIBIT D – SITE AREA MAPS

Fehl-Price Elementary

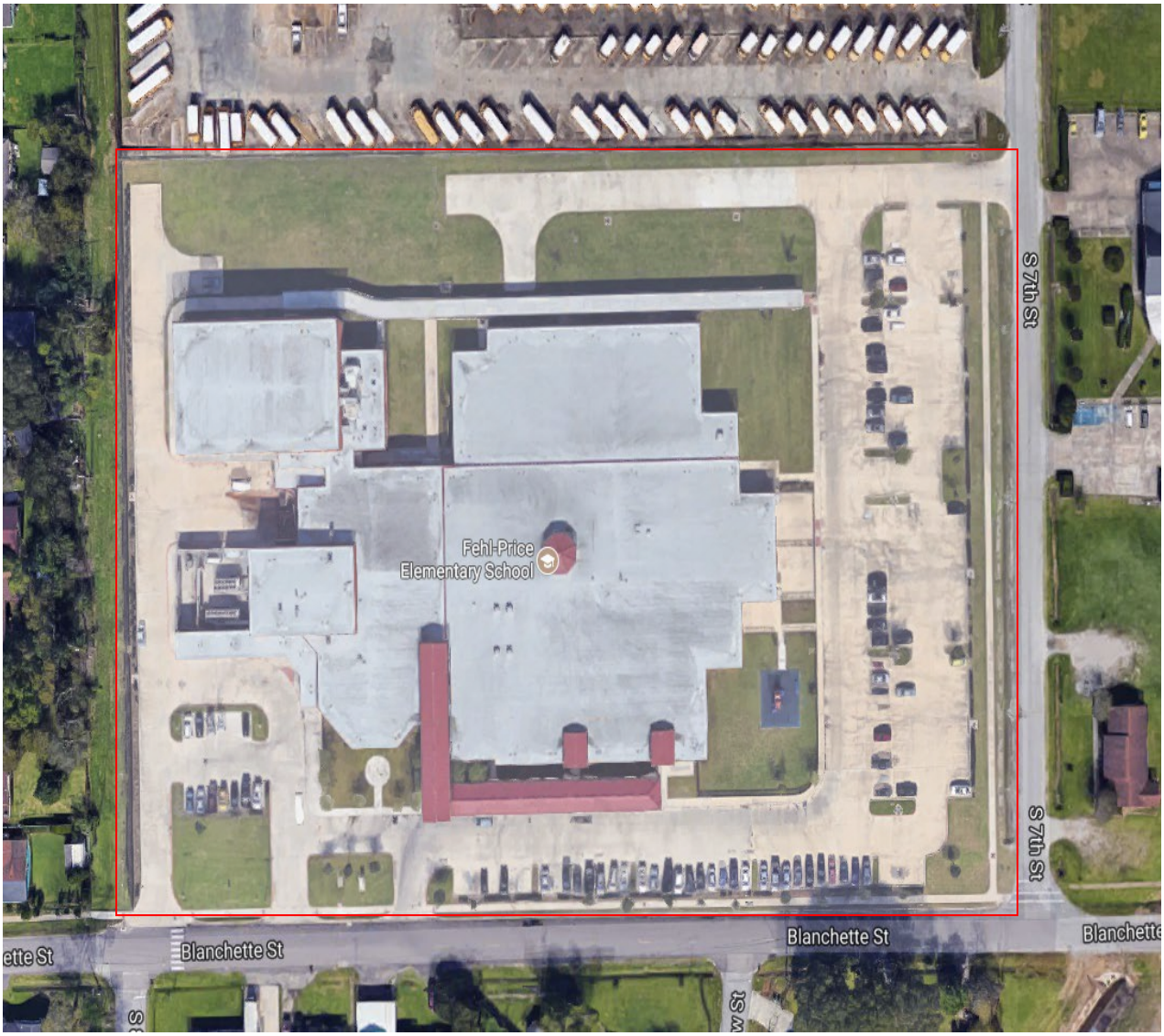


EXHIBIT D – SITE AREA MAPS

Fletcher Elementary



EXHIBIT D – SITE AREA MAPS

Guess Elementary



EXHIBIT D – SITE AREA MAPS

Homer Elementary



EXHIBIT D – SITE AREA MAPS

Jones-Clark Elementary



EXHIBIT D – SITE AREA MAPS

King Collegiate Academy



EXHIBIT D – SITE AREA MAPS

Lucas Pre-K Elementary

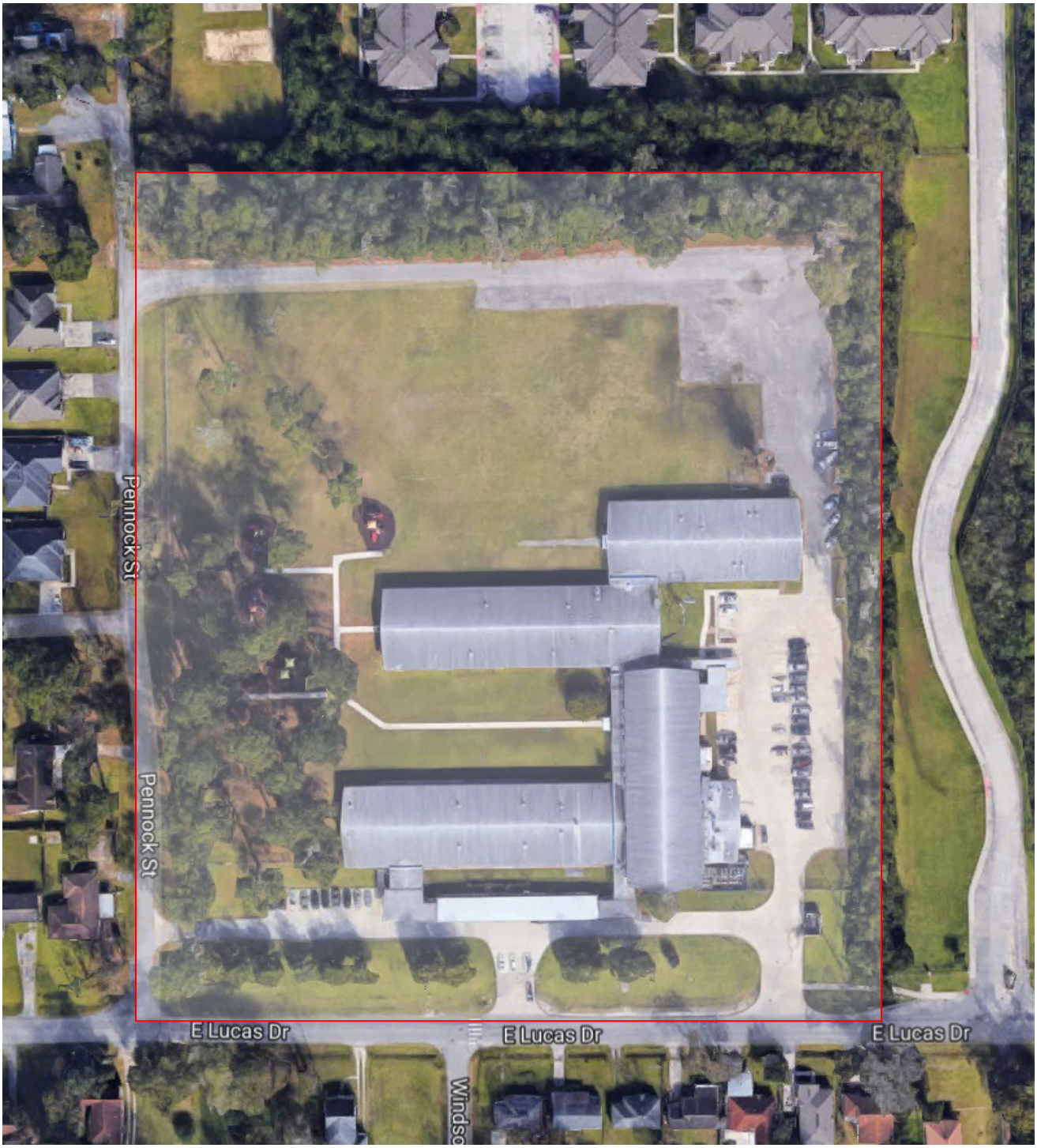


EXHIBIT D – SITE AREA MAPS

Marshall Middle School



EXHIBIT D – SITE AREA MAPS

Martin Elementary



EXHIBIT D – SITE AREA MAPS

Odom Middle School



EXHIBIT D – SITE AREA MAPS

Beaumont United High School



EXHIBIT D – SITE AREA MAPS

Pietzsch-Macarthur Elementary / Middle School



EXHIBIT D – SITE AREA MAPS

Regina Howell Elementary



EXHIBIT D – SITE AREA MAPS

West Brook High School



EXHIBIT D – SITE AREA MAPS

Pathways



EXHIBIT D – SITE AREA MAPS

Career Center

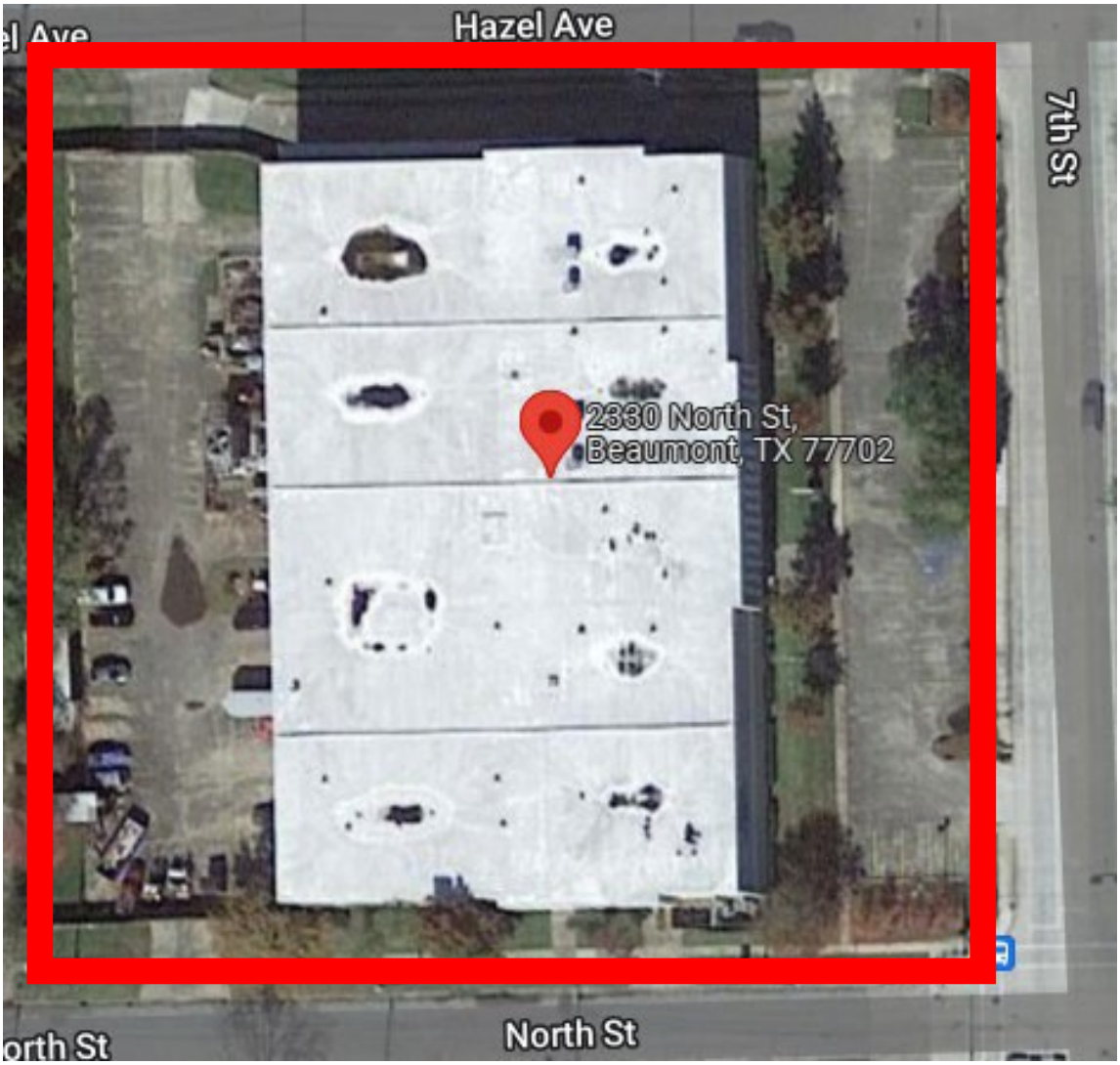


EXHIBIT D – SITE AREA MAPS

Milam Transportation



EXHIBIT D – SITE AREA MAPS

Old Price Elementary

Structure has been removed; the area is now fully covered with grass.

Pricing for this area will be broken out on proposal form as #1.3B.

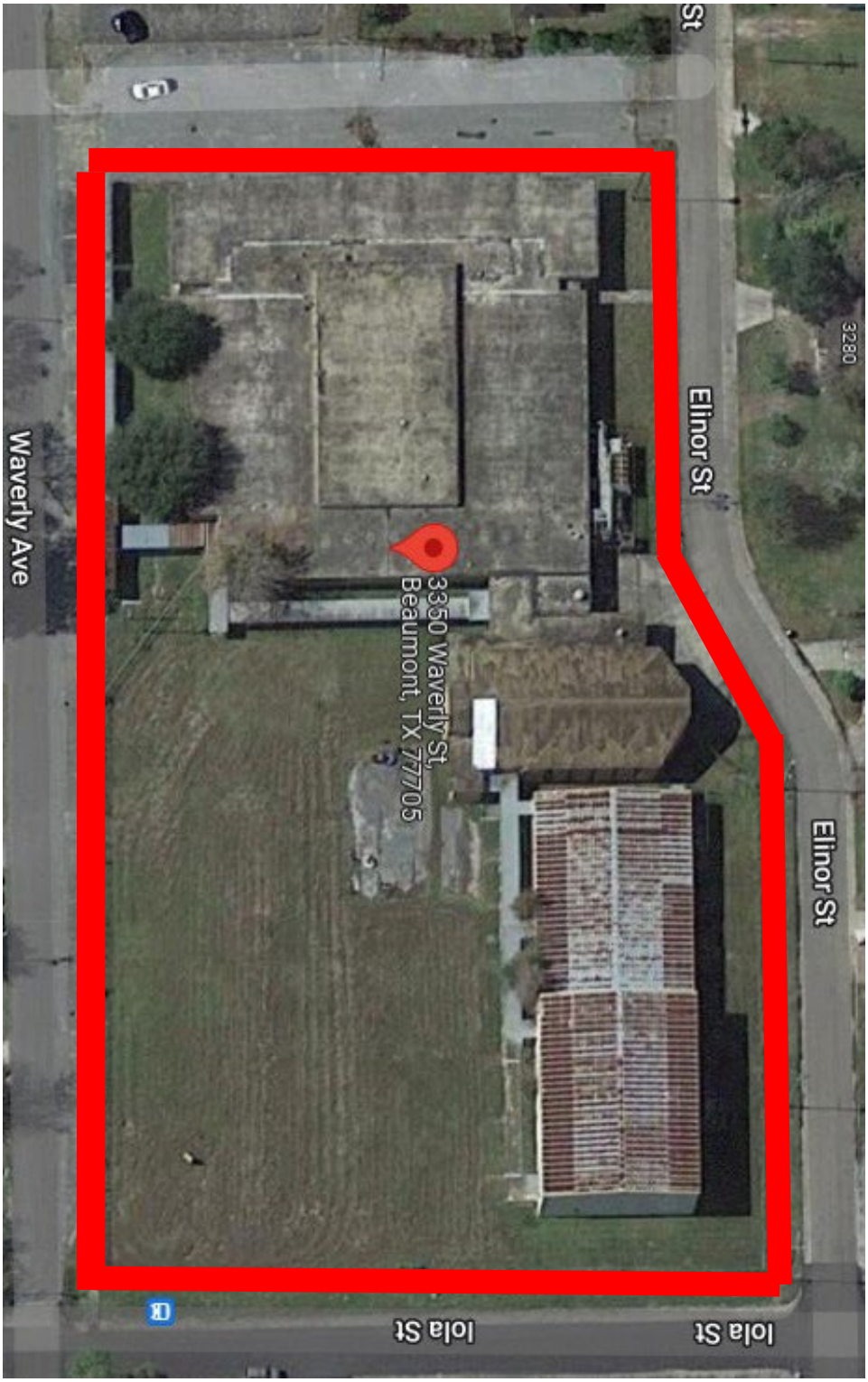


EXHIBIT D – SITE AREA MAPS

Transportation Center

Construction for the new transportation center is in progress. Grounds outside of the construction area will need to be maintained.

The full lawn maintenance of this site will be added into the scope of work for next year's contract.



EXHIBIT D – SITE AREA MAPS

1710 Live Oak Street

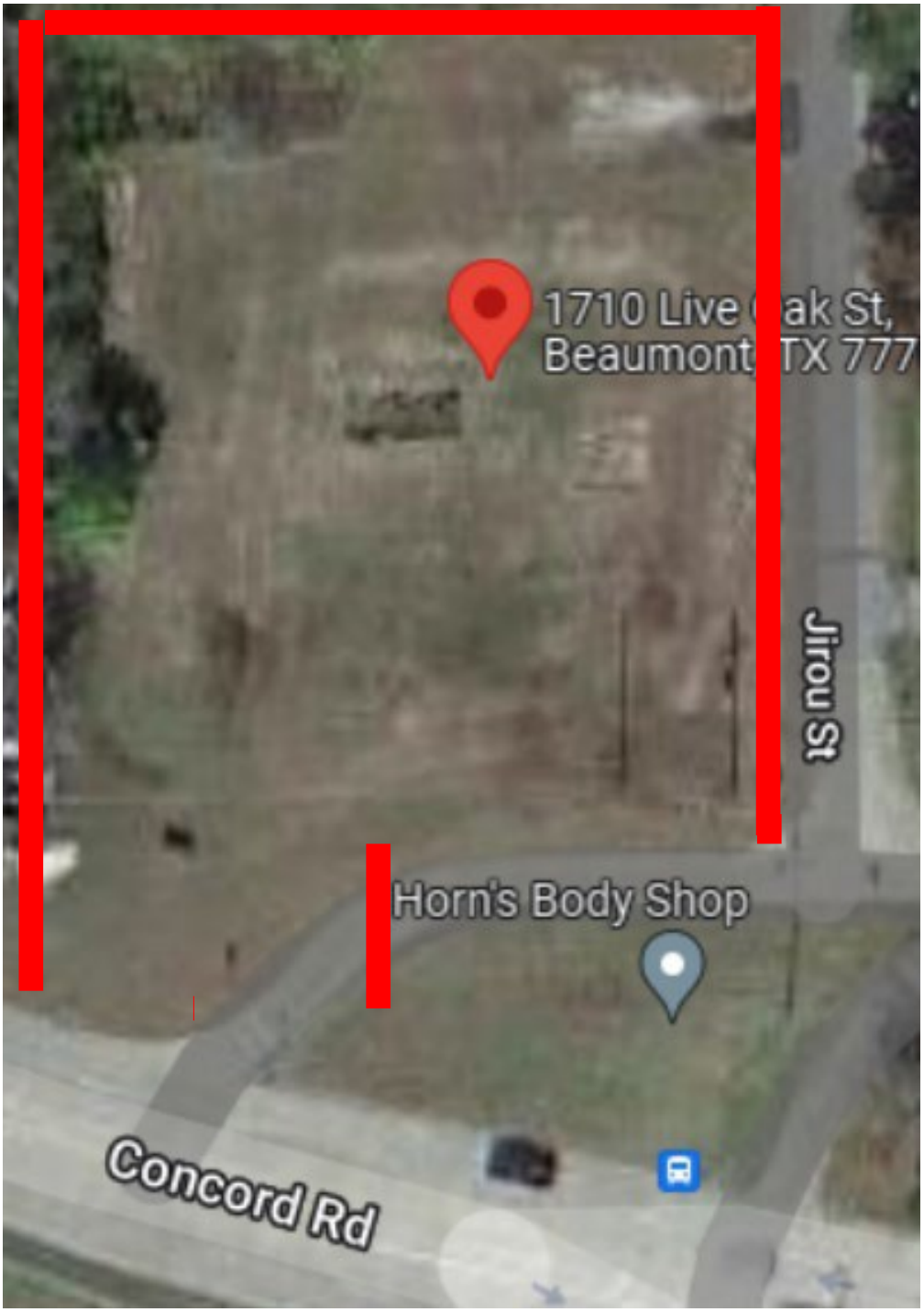


EXHIBIT D – SITE AREA MAPS

Bennie Hickman Agricultural Center



EXHIBIT D – SITE AREA MAPS

Doggett Stadium



EXHIBIT D – SITE AREA MAPS

Vacant Land 19 Acres

