



Fredericksburg ISD

Inspiring Excellence

REQUEST FOR PROPOSALS #2026-CP-01 District-Wide Copier Lease and Managed Print Services
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Date	Event
March 13, 2026	Release Date
March 27, 2026	Questions Due by 12:00 p.m. CST
April 22, 2026	RFP Closes at 11:00 a.m. CST
July 1, 2026	Contract Start Date
August 4, 2026	Instillation by Date

- Questions regarding this bid must be submitted via e-mail to the proposal contact listed below.
E-mail subject line should read:
Question-RFP 2026-CP-01 District-Wide Copier Lease and Managed Print Services
- Proposals must have a cover page with vendor's name and contact information
- Proposals are to be hand delivered or mailed to:
Fredericksburg Independent School District Central Office
110 W. Travis St. Fredericksburg, Texas 78624.
Faxed or emailed proposals will not be accepted.
- Changes in or interpretations of the proposal will be made only by written addenda.

234 Friendship Lane, Fredericksburg, TX 78624

1. SCOPE

- 1.1 Fredericksburg Independent School District ("FISD" or "District") is requesting proposals from qualified vendors to provide copier leases, including maintenance and technical support, for all District campuses and departments under a multi-year agreement.
- 1.2 FISD requires that all work, install and on-site training must be completed no later than August 5, 2026.

2. SUBMISSION OF PROPOSAL

- 2.1 FISD will accept responses either by mail or hand carried until 11:00 a.m., April 22, 2026. Responses received after the RFP closing date will not be accepted and will be returned unopened to the vendor. One (1) clearly defined original and two (2) clearly defined copies (one of which is in electronic format - flash drive) of the response are required for evaluation purposes. Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address and addressed to:

Fredericksburg Independent School District

PURCHASING DEPARTMENT, Lori Rice

RFP #2026-CP Copier Lease Services

110 W. Travis St. Fredericksburg, TX 78624

- 2.2 Fredericksburg Independent School District reserves the right to reject any or all proposals, to waive any technicalities, and to accept the proposal(s) that is determined to provide the best value to the School District. FISD is not responsible for lost packages.

3. ADDITIONAL INFORMATION

- 3.1 If you have questions regarding this material, or if you require additional information, contact Sheryl Jacks, Director of Technology, sherylj@fisd.org, or Lori Rice, Purchasing Specialist, loriri@fisd.org. No submitter may contact any person other than the contacts listed for FISD regarding this RFP. Questions and Answers pertinent to this RFP will be posted to the district Business & Finance website at the following link <https://www.fisd.org/our-district/departments/financial-transparency>.

4. SPECIFICATIONS

- 4.1 FISD requests written proposals from qualified firms to provide Copiers and associated maintenance and technical support service for all campuses and departments of the school district under a multi-year agreement. The initial term of the agreement(s) shall be no more than five (5) years with no more than two (2), one (1) year extension clauses. The District is soliciting pricing for thirty-six (36), forty-eight (48) and sixty (60) months to provide flexibility in determining the total length of the initial agreement. All fees for items required in the Specification and/or Scope of Work/Services, or other reimbursement arrangements must be disclosed. This proposal should include the software, maintenance, support, project management, training, and implementation, including all costs related to the implementation of a complete turn-key administrative system solution, updates, installation and design implementation.
- 4.2 See the attached listing of current copiers located in the district (Attachment A) detailing the features and volume usages. Suggestions for changes in the speed and features of the replacement copiers will be entertained.
- 4.3 Copiers will need to interface/integrate with an Enterprise Content Management or Document Management system.
- 4.4 Proposers must indicate how many of each copier they propose, however, FISD will process the initial evaluation based upon unit cost only. The District wants to standardize the copiers by campus (Primary, Elementary, Middle, and High School). The number and type of copiers will be negotiated with the recommended awarded vendor after the initial evaluation.
- 4.5 Copier equipment shall be new, newly serialized and FISD shall be the first end user of the equipment.
- 4.6 If the configuration of a suggested unit mandates the use of supplemental equipment such as a stand or a surge protector in order for the unit to satisfactorily meet functional requirements, then the unit's price shall include all such supplemental equipment.
- 4.7 FISD may require the vendor whose offer is most advantageous to the District to supply the District with the vendor's proposed copiers to FISD Central Office for testing purposes. The vendor will be responsible for all costs associated with the test of the equipment including supplying, delivering, installing, and removing the equipment in a timely fashion.
- 4.8 Offered copiers shall have automated meter read capabilities. Explain your automated meter reading system.
- 4.9 Meter readings shall be pooled and reconciled annually ending on the last day of each fiscal year. The district shall be invoiced for overages only if the pooled allowable annual quantity is exceeded.
- 4.10 All supplies (including staples) are to be included in the lease or purchase with the exception of paper.
- 4.11 FISD will incur no costs associated with copier moves.

- 4.12 The awarded vendor shall provide inside delivery with complete installation, configuration and set-up of all units. All waste and packing materials shall be removed from the premises by the vendor. Demonstration of the proper operating techniques of installed equipment shall be given to the end user. Ongoing training is also required.
- 4.13 Each copier provided will maintain a minimum uptime of 95% during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday. "Uptime" is defined as the capability and availability to produce quality copies. "Downtime" is defined as the inability or non-availability to produce quality copies. "Quality Copies" is defined as copies that are centered on the paper and free of smears, black marks/lines, light spots, etc. Preventive maintenance and/or other maintenance or services count against Uptime if performed during the days/hours noted previously. Note that the 95% Uptime is required of each copier – it is not a cumulative score or average.
- 4.14 Failure to maintain Uptime may result in liquidated damages of \$25 per hour (or portion of an hour) that a copier is "down" beyond the 95% uptime based on a Monday-Friday week. Liquidated damages are not a penalty, nor an exclusive remedy. By submission of an Offer, Offeror agrees that \$25 per hour (or portion of an hour) is reasonable for failure to maintain Uptime.
- 4.15 "Downtime" is measured from the date/time that the Campus/Department reports that the copier is "down" until the copier is again capable and available to produce quality copies. Telephone logs and/or emails are validation of the report that the copier is "down."
- 4.16 Explain your escalation process on copiers with excessive downtime.
- 4.17 Explain your guaranteed parts availability if a part(s) is needed to repair a copier that is "down".
- 4.18 If a copier continues to have uptime less than 95% as noted above, FISD may direct that the copier be replaced with a new copier equal or better (in features and age) than the existing copier at no additional cost to the district. Successful Offeror must achieve this replacement within ten (10) working days of notification by FISD. During the time of notification and replacement, the in-service copier is still expected to meet the Uptime requirements of this Cooperative Comparison.
- 4.19 Service response for service repair shall not exceed 4 business hours.
- 4.20 Service is to be performed onsite by fully trained and qualified technicians within the required response time.
- 4.21 During the term of the lease or ownership, the vendor shall provide both remedial and preventative service for all units, the cost for such being included in the proposed pricing.
- 4.22 Vendor shall provide on-call remedial service, including replacement of unserviceable parts.

- 4.23 Vendor shall provide preventive service based upon the manufacturer's recommended schedule and the manufacturer's specific preventative service requirements for each individual unit, including lubrication, necessary equipment adjustments, and replacement of all unserviceable parts.
- 4.24 All broken or defective parts and all necessary machine adjustments occasioned by such defective or broken parts shall be covered by the vendor during the term of the contract.
- 4.25 Vendor must provide warranty information
- 4.26 All parts including but not limited to: drums, photoreceptors, master units, wiper blades, lamps, rollers, etc., shall be included in the vendor's service coverage.
- 4.27 The awarded vendor will provide management information reports and data/information on a periodic and as needed basis. "As needed" is at the District's sole discretion. District envisions monthly usage reports by campus/department/copier/user code with quarterly management
- 4.28 Reviews to review usage data, identify trends, recommend changes/adjustments, etc. At least annually, the awarded vendor and FISD will conduct an in-process review to determine the usage of copiers and relocate copiers, if necessary, to preclude over-use of a particular copier or copiers. This relocation will be accomplished by the awarded vendor with no additional costs to the district.
- 4.29 Include detailed information and pricing (if applicable) for Cost Allocation software to be used for reports that can be pulled by campus/department and by user code across all copiers in the network resulting in a total number of copies/prints/scans/faxes made per user per designated period of time.
- 4.30 Include provisions for property tax in your response. FISD is a public jurisdiction that is exempt from federal, state, sales, and excise, property, and use taxes. Tax exemption certificate will be provided to the awarded vendor upon request. Taxes must not be included in any response or invoice submitted to FISD.
- 4.31 Include literature regarding the copiers you are proposing.
- 4.32 Product schedules, work orders, warranties, nor any other document(s) provided by the Offeror will change the terms and conditions of the awarded contract during the term (including renewals/extensions) unless the changes are clearly and completely documented in an addendum to the Contract signed by authorized representatives of the District and Vendor.
- 4.33 In addition to termination options noted elsewhere in this Request for Proposal repeated/recurring failure to comply with the requirements of this Proposal (and award) will be cause for termination and/or other remedies.

- 4.34 Installation and operation of copiers awarded by this Proposal is anticipated to occur and be completed no later than August 5, 2025 to ensure copiers are ready to support the District's copy requirements prior to the return of teachers and staff at the District's campuses before classes resume. As part of installation and operation, the awarded vendor, with no additional cost/obligation to FISD, will conduct training on-site at each campus/department copier location.
- 4.35 Offerors are encouraged to offer and clearly define "value-adds" as a means to enhance "best value" to the District.
- 4.36 Offeror will provide the name and contact information for an Account Manager that will be the Offeror's point of contact for FISD. Also, include how long this person has been employed in this position. FISD's point of contact for any agreement/contract will be the district's Senior Buyer. Offeror's Account Manager will be changed immediately if requested by the District's point of contact with or without cause. If Offeror's Account Manager changes within the term of any agreement/contract resulting from this Cooperative Comparison, FISD's contact has the right of refusal to accept the newly named account manager, with or without cause.
- 4.37 Identify the closest company location to the Fredericksburg, Texas area including the street address and city, state, zip.
- 4.38 Are there any pending lawsuits against the proposing company? If so, identify the nature of each suit. If not, include a notarized affidavit attesting to such.
- 4.39 List the total number of employees in the office closest to the Fredericksburg, TX area.
- 4.40 List how many of these employees are technicians and identify the full time versus part time numbers.
- 4.41 State how many employees would be assigned to handle FISD's account.
- 4.42 Identify the person(s) primarily responsible for providing technical service and maintenance to FISD if awarded. Include the name, title, office location, phone, fax, email address and how long the person(s) has been in this position.
- 4.43 List all of the Texas school district accounts that are in your client base.
- 4.44 List two Texas school districts for which your firm provided, but no longer provides copiers. This is to include dates of contracts, contact person, phone number, email, equipment description and number of units.
- 4.45 Removal of the equipment upon expiration or termination of the contract shall be at the awarded vendor's expense. The District wants to ensure that the hard drives are erased at the end of the lease or ownership. Please describe in your response the method that will be used to remove any confidential or standard information.
- 4.50 The District reserves the right to add copiers on a co-terminus lease or ownership at a later date with the same rate structure and terms in your offer. The pooled impressions will be increased.

5. MINIMUM COPIER SPECIFICATIONS

- 5.1 Standard new equipment, latest model of regular stock product and in production at the time of award. Equipment shall be newly serialized and FISD shall be the first end user of the equipment. If the awarded unit(s) mandates the use of supplemental equipment such as a stand or surge protector in order for the unit to satisfactorily meet the functional requirements of these specifications, then the unit's price shall include all such supplemental equipment.
- 5.2 No used, rebuilt, or remanufactured equipment will be accepted.
- 5.3 Indicate in your response the initial machine warm up time.
- 5.4 Units shall possess the standard number of paper trays and other accessories as normally supplied in the industry as well as any additional supplemental equipment, or accessories as required in order for the unit to meet the technical and functional requirements of these specifications.
- 5.5 All devices must have the ability to print, copy, scan-to-file, and fax option (where requested).
- 5.6 Equipment must be able to directly scan in Black and White and in Color to FISD's network via the embedded controller.
- 5.7 All devices must be able to scan in Black and White and in Color directly to email using any internal email address.
- 5.8 All devices must have similar user interfaces and print drivers to simplify training required.
- 5.9 All devices must be able to view, promote, release, and delete all jobs, current and pending, from both the control panel and from the individual users' computers.
- 5.10 All devices must have embedded web servers for Internet management capability.
- 5.11 All devices must be able to reload empty paper trays while the machine is running for maximum productivity.
- 5.12 All devices with the exception of desktop units must be able to print and copy on paper up to 11" x 17".
- 5.13 All devices must be able to print and copy onto paper weights from 64-200 gsm.
- 5.14 All devices must be able to continue printing and processing jobs when staples run out (copiers will still function if the staples run out). This requirement does not apply to the desktop units.
- 5.15 All devices must maintain a minimum of 90% rated speed of the equipment when using an automatic document feeder.
- 5.16 All devices must provide software to overwrite all print, copy, scan jobs that are written to the hard drive/Hard disk Drive Encryption.

- 5.17 The equipment must maintain 70% of the minimum speed for the respective volume categories while 2 to 2 duplex-to-duplex, or two-sided original to two-sided copies using the base of 10 8-1/2" x 11" originals and producing 10 sets.
- 5.18 All devices must have offset finishing (no sorter bins) for unlimited finished sets. This does not apply to the desktop units.
- 5.19 All devices must be able to scan once – print many.
- 5.20 All devices must have duplex capability.
- 5.21 All devices must have an Automatic Document Handler.
- 5.22 All devices must have secure access capability requiring user ID for authentication. This does not apply to the desktop units. (quote this as a separate item)
- 5.23 All devices must have a secure printing feature allowing users to hold a confidential job in memory until released by the user with a pass code at the control panel. As well the devices must have a delay printing feature to allow users to schedule the start time of jobs.
- 5.24 All Black & white devices must have a minimum of 600x600 dpi copy quality.
- 5.25 All devices must be able to copy to non-proprietary transparencies. This does not apply to the desktop units.
- 5.26 Following are levels of copiers FISD requests that you price using your most favorable cooperative contract. There is not a firm number in place for each system type requested. Use the attached table to propose pricing that meets the following requirements for each unit:

95/100 PPM B/W MFP

Network Printing

B/W & Color Scanning Scan to Email, Network Scan to Searchable PDF

Scan to Email/Folder/Network

200 + Sheet, Single Pass, Document Feeder 256-bit Encryption

Hard Drive/Disk over-write security, secure print/fax PCL/Postscript Included

100 Sheet Stapling Finisher Optional 3 Hole Punch User/Account Codes

3000+ Paper Capacity 11X17+ Max Paper Size

55/75 PPM MFP

Network Printing

B/W & Color Scanning Scan to Email, Network Scan to Searchable PDF

Scan to Email/Folder/Network

200 + Sheet, Single Pass, Document Feeder 256-bit Encryption

Hard Drive/Disk over-write security, secure print/fax PCL/Postscript Included

50 Sheet Stapling Finisher Optional 3 Hole Punch User/Account Codes 3000+ Paper Capacity

11x17+ Max Paper Size

30/35 PPM B/W MFP

Network Printing

B/W & Color Scanning Scan to Email, Network Scan to Searchable PDF

Scan to Email/Folder/Network 100 + Sheet Document Feeder 256-bit Encryption

Hard Drive/Disk over-write security, secure print/fax PCL/Postscript Included

50 Sheet Stapling Finisher Optional 3 Hole Punch User/Account Codes 3000+ Paper Capacity

11x17+ Max Paper Size

35ppm Black/White Desktop

Network Printing

Color Scanning to Email/Folder Fax

500 Paper Capacity

35 PPM Color MFP

Network Printing 1200 x 1200 DPI

Scan to Email, Network Scan to Searchable PDF

Scan to Email/Folder/Network

150+ Single Pass Document Feeder 256-bit Encryption

Hard Drive/Disk over-write security, secure print/fax PCL/Postscript Included

50 Sheet Stapling Finisher Optional 3 Hole Punch User/Account Codes 3000+ Paper Capacity

11x17+ Max Paper Size

6. CURRENT AGREEMENT AND EQUIPMENT SPECIFICATIONS

- 6.1 The District currently provides copiers to facilities funded at the Central Office level, with the number of copiers based on the size of campus. Attachment A.
- 6.2 The District anticipates that it will replace the number of copiers at a one-to-one ratio for the District wide leased machines at the same or similar performance rating. Your offer shall include a proposal to replace the existing machine with a machine of same likeness in performance or upgraded performance, volume and copying capacity.
- 6.3 The placement of additional machines will be determined by the needs of the District and will be selected from the machine types included in your proposal. The result of the successful offer will be a schedule of machines eligible for lease, purchase and placement for future needs based on the unit costs, monthly usage rating and monthly maintenance fee.
- 6.4 The current copier equipment end of lease term expires May 30, 2026. Installation of copiers by the awarded vendor will not take place until the end lease term of current lease.

7. GENERAL TERMS AND CONDITIONS

- 7.1 INDEPENDENT CONTRACTOR - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Fredericksburg Independent School District ("Owner" or "School District"). Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
- 7.2 ASSIGNMENT - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Owner. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the Owner.
- 7.3 CONFLICT OF INTEREST - The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this contract. No officer or employee of the Owner shall have a financial interest, direct or indirect, in any contract with the Owner, or be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or services, except on behalf of the Owner or in compliance with the provisions of the Owner's Board Policy Manual. Any violation of this provision shall render this contract voidable at the discretion of the Owner.
- 7.4 SEVERABILITY - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 7.5 MODIFICATIONS - This contract can be modified only by written agreement of the parties.
- 7.6 REMEDIES - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
- 7.7 FUNDING - Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the Owner, which fiscal year ends on June 30 of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.

- 7.8 **CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Owner's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. The contractor shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The School District's count or weight shall be final and conclusive on shipments not accompanied by a packing list.
- 7.9 **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship To."
- 7.10 **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the Owner until the Owner actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
- 7.11 **FORCE MAJEURE** - Neither party shall be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the School District's Purchasing Department of the date of inception of the force majeure condition and the extent to which it will affect performance.
- 7.12 **RIGHT OF INSPECTION** - Owner shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.
- 7.13 **RIGHT TO AUDIT** - Contractor agrees that the Owner shall, until the expiration of seven (7) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the Owner shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The Owner shall give Contractor reasonable advance notice of intended audits.
- 7.14 **PRODUCT GUARANTEE** - Contractor guarantees equipment or product offered will meet or exceed specifications identified in this Request for Proposal. The Contractor shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the Owner. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Contractor shall, upon written request from the Owner, promptly remove such equipment or product without any further expense to the Owner.

- 7.15 PATENT RIGHTS: The Contractor agrees to protect and indemnify the Owner from any claim involving any intellectual property infringement on goods and/or services supplied.
- 7.16 PRICE WARRANTY - The price to be paid by the Owner shall be that contained in Contractor's proposal, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon Owner's option, Owner shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.
- 7.17 NEW MATERIALS - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.
- 7.18 SILENCE OF SPECIFICATION - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 7.19 INDEMNIFICATION – CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICIALS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ANY ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES, OR OTHER PERSONS FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT ITS OWN COST AND EXPENSE DEFEND AND PROTECT THE OWNER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.
- 7.20 NON-DISCRIMINATION - Contractor will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, working conditions, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training opportunities, including apprenticeship.

- 7.21 **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. CONTRACTOR WARRANTS IT WILL FULLY COMPLY WITH ADA'S PROVISIONS AND ANY OTHER APPLICABLE FEDERAL, STATE AND LOCAL LAWS CONCERNING DISABILITY AND WILL DEFEND, INDEMNIFY AND HOLD THE SCHOOL DISTRICT HARMLESS AGAINST ANY CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES OR SUBCONTRACTORS AGAINST SCHOOL DISTRICT ARISING OUT OF CONTRACTOR'S AND/OR ITS SUBCONTRACTOR'S ALLEGED FAILURE TO COMPLY WITH THE ABOVE-REFERENCED LAWS CONCERNING DISABILITY DISCRIMINATION IN THE PERFORMANCE OF THIS CONTRACT.
- 7.22 **DRUG POLICY** - All Owner property and facilities are "drug-free" zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in an Owner building or while on Owner property. The Contractor and its employees shall adhere to this policy.
- 7.23 **TERMINATION FOR DEFAULT** – Owner reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the specifications. In the event of termination, the Owner reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the contract to the next proposer providing the best value to the Owner. Any such act by the Owner shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to Owner of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the Owner for such excess.
- 7.24 **TERMINATION WITHOUT CAUSE** – Owner shall have the right to terminate the contract, in whole or in part, without cause at any time upon thirty (30) days prior written notice to the Contractor. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. Owner shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 7.25 **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the Owner or Contractor or both; and (2) the terms of this contract are not intended to

release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Owner or Contractor.

7.26 INSURANCE – The Contractor shall purchase and maintain insurance from a company lawfully authorized to do business in the jurisdiction in which the projects are located. The insurance company shall be fiscally sound with at least an AM Best rating of A-. The contractor shall provide a certificate of insurance with their proposal. The contractor shall provide a copy of the insurance certificate naming Fredericksburg Independent School District as an additional insured before work begins on the Owners premises. At a minimum, the insurance certificate shall include the following coverage:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" forms of insurance shall be permitted.
Employer's Liability:	\$1,000,000.00
Commercial General Liability:	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury Products and Completed Operations	\$1,000,000.00 each person \$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Independent Contractors Contractual Liability	(Same limits as above) (Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit
Property Damage	\$1,000,000.00 each occurrence
Umbrella or Excess Liability	\$5,000,000.00 each occurrence/aggregate

- 7.27 The insurance requirements as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.
- 1) Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Fredericksburg ISD.
 - 2) The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
 - 3) The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
- 7.28 PAYMENT BOND - For facilities construction and some services contracts, a payment bond is required for projects/contracts exceeding \$25,000. The payment bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Texas Government Code, Chapter 2253 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by FISD to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety shall be a US company located in the USA. If a contract is awarded under \$25,000, but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately.
- 7.29 PERFORMANCE BOND - For facilities construction and some service contracts, a performance bond is required for projects/contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Texas Government Code, Chapter 2253 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by FISD to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety shall be a US company located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders cause the price to exceed \$100,000, a payment bond will be required immediately.

7.30 NOTIFICATION OF FELONY - The person or entity submitting a proposal must give notice to the School District, at the time of submission of the proposal, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation). See enclosed form, Felony Conviction Notification.

7.31 CRIMINAL HISTORY/FINGERPRINTING REQUIREMENT - If a Contractor or ANY of the Contractor's employees, subcontractors, or agents will be on a school site where direct contact with students may occur, the Contractor shall send to the Department of Public Safety information that is required to obtain national criminal history records on such individuals. This may include fingerprints and a photograph. See enclosed form, Criminal History Records Information, Certification for Contractor Employees. Contractor may not allow an individual to provide services at an instructional facility if the individual, during the preceding 30 years, was convicted of any of the following offenses:

- a. A felony offense under Title 5, Texas Penal Code
- b. An offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure
- c. An offense under the laws of another state or federal law that is equivalent to an offense under (a.) and (b.) above

Questions regarding compliance with fingerprinting requirements should be directed to Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FASTFACT at NCJU@txdps.state.tx.us. Emails must identify you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 4242474.

7.32 GOVERNING LAW AND VENUE: Contractor agrees that this solicitation and any contract that may result thereof will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict to law principles. Contractor agrees that the exclusive venue of any dispute or legal proceeding relating to this solicitation or any related written contract awarded will be in Kaufman County, Texas.

7.33 ENTIRE AGREEMENT – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements, between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

8. ADDITIONAL TERMS AND CONDITIONS

- 8.1 Any instance in which the General Terms and Conditions and the Specifications for this proposal do not agree; then the terms in the Specifications shall take precedence.
- 8.2 No employee or officer of the School District shall have a direct financial interest in any contract with the School District nor shall any employee or officer have a financial interest in the sale to the School District of land, equipment, supplies, materials, or service. Any violation of this policy will render the contract void, unless such contract is approved by the FSD Board of Trustees after full disclosure. Therefore, the proposer shall note any and all relationships that might be conflict of interest and include Form CIQ with the proposal.
- 8.3 Mail invoices to: Fredericksburg ISD, Accounts Payable, 110 W. Travis St., Fredericksburg, TX 78624 All payments shall be governed by Texas Government Code Chapter 2251. The vendor who is awarded this contract will not begin the project until the School District has issued an award letter.
- 8.4 The School District shall have the right to cancel this contract for any reason, at any time, with 30 days written notice to the vendor/contractor.
- 8.5 This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.
- 8.6 No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or satisfaction in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting party has knowledge of the performance and opportunity for objection.
- 8.7 Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code will control.
- 8.8 THE VENDOR/CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE DISTRICT, ITS EMPLOYEES, OFFICERS AND THE PUBLIC FROM ANY CLAIMS, DEMANDS, OR EXPENSE ON ACCOUNT OF INJURY OR PROPERTY DAMAGE ARISING OUT OF ANYTHING DONE OR OMITTED TO BE DONE UNDER THIS CONTRACT BY THE CONTRACTOR, SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM.
- 8.9 Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. No proposal can be altered or amended after opening time.
- 8.10 A proposal may be withdrawn only upon request by the proposer or a duly authorized representative, provided such request is received by the School District at the place designated for receipt of proposal and prior to the time fixed for the opening of proposals.

- 8.11 It shall be the contractor's responsibility to make sure that all products and materials used or delivered comply with all applicable federal, state, and local laws, codes, and regulations. Contractor warrants that all products sold to the School District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.
- 8.12 All contracts and agreements between contractor and the School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Both parties agree that the venue for any litigation or disputes arising from this contract shall lie in Gillespie County, Texas. All contracts and agreements will adhere to Texas Education Code regarding school district contracts and shall be governed by the laws of the State of Texas and the Uniform Commercial Code.
- 8.13 During the term of this contract, the contractor shall carry and pay the premium for insurance of the types and limits stated herein.

9. REQUIRED WORKERS' COMPENSATION COVERAGES

28 TAC 110.110(C) (7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096

From: Fredericksburg ISD Board Policy - CV(Legal) - DATE ISSUED: 11/8/2019 - UPDATE 114

A district that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. Each subcontractor shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the district. Labor Code 406.096

"Project" includes the provision of all services related to a building or construction contract for a district.

A district that enters into a building or construction contract on a project shall:

- 9.1 Include in the bid specifications all the duties and responsibilities of contractors pertaining to required workers' compensation coverage, using the language required by 28 Administrative Code 110.110(c)(7).
- 9.2 As part of the contract, using the language required by 28 Administrative Code 110.110(c)(7), requires the contractor to perform the duties and responsibilities pertaining to required workers' compensation coverage as set out in 28 Administrative Code 110.110(d).
- 9.3 Obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project. This provision includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes, but is not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.4 Obtain from the contractor a new certificate of coverage showing extension of coverage: a. Before the end of the current coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and b. No later than seven days after the expiration of the coverage for each other person providing services on the

project whose current certificate shows that the coverage period ends during the duration of the project.

- 9.5 Retain certificates of coverage on file for the duration of the project and for three years thereafter. 6. Provide a copy of the certificate of coverage to the Texas Department of Insurance, Division of Workers' Compensation upon request and to any person entitled to a copy by law.
- 9.6 Use the language contained in 28 Administrative Code 110.110(c)(7) for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

28 TAC 110.110(a)(7), (8), (c)

This coverage requirement does not apply to sole proprietors or partners of a covered business entity or certain corporate officers, if the sole proprietor, partner or officer is explicitly excluded from the coverage of their business entity through an endorsement to the insurance policy or certificate of authority to self-insure. Labor Code 406.097; 28 TAC 110.110(i)

Definitions:

Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the District.

Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements

of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

The Contractor must provide a certificate of coverage to the District prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the District showing that coverage has been extended.

The Contractor shall obtain from each person providing Services on a Project, and provide to the District:

- .1 a certificate of coverage, prior to that person beginning work on the Project, so the District will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

The Contractor shall notify the District in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

- .1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
- .2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

- .3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .4 obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
- .6 notify the District in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that
- .7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .1 - .7 with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the District that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the District to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the District. [28 TAC §110.110(c)(7)]

10. CERTIFICATION

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

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

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

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

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

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

By my signature below, I certify that this offer meets or exceeds the specifications of this Bid.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

VENDOR DATA

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

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

Vendors who do not accept purchase orders MAY not be awarded under this proposal.
Invoices must be issued to the following email address: accountspayable@Fredericksburgisd.net

COMPANY PROFILE	
Years Incorporated/Organized/Started:	
Corporation:	
Partnership:	
Sole Proprietorship:	
Other:	
HUB/MBE/WBE #	
Total Number of Employees:	

REFERENCES

List references (minimum of three) where you have similar contracts in place. Special attention should be given to references from similar institutions as FISD. List company name, contact person, address, phone number, email address and completion date for each reference.

1.

Company Name	Contact Name
Street Address	City/Zip/State
Phone Number	Email Address
Contract	

2.

Company Name	Contact Name
Street Address	City/Zip/State
Phone Number	Email Address
Contract	

3.

Company Name	Contact Name
Street Address	City/Zip/State
Phone Number	Email Address
Contract	

CERTIFICATION REGARDING BOYCOTT OF ISRAEL

Pursuant to Texas Government Code Chapter 2271

If Vendor is a company with 10 or more full-time employees and the contract value is \$100,000 or more, Vendor certifies that it:

Does not boycott Israel, and will not boycott Israel during the term of the contract.

For purposes of this certification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking actions intended to penalize, inflict economic harm on, or limit commercial relations with Israel or entities doing business in Israel.

CERTIFICATION REGARDING BOYCOTT OF ENERGY COMPANIES

Pursuant to Texas Government Code Chapter 2274

If Vendor is a company with 10 or more full-time employees and the contract value is \$100,000 or more, Vendor certifies that it:

Does not boycott energy companies, and will not boycott energy companies during the term of the contract.

CERTIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES

Pursuant to Texas Government Code Chapter 2274

If Vendor is a company with 10 or more full-time employees and the contract value is \$100,000 or more, Vendor certifies that it:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Texas Government Code §§2252.151–2252.154

Vendor 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 terrorist organization designated by the U.S. Secretary of State.

By signing below, the Vendor certifies compliance with the above requirements to the extent applicable under Texas law.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

FELONY CONVICTION NOTIFICATION

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a School District must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

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

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

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

CRIMINAL HISTORY RECORD INFORMATION CERTIFICATION FOR CONTRACTOR EMPLOYEES

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

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

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

Check One

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

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

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

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

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by

(13 CFR Part 145). Entities ineligible for federal procurement are listed on the "List of Parties Excluded from Federal Procurement and Non-Federal Procurement Programs," published by the System for Award Management (SAM) (www.sam.gov).

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

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

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

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

NON-COLLUSION CERTIFICATE

The undersigned vendor hereby certifies that:

1. The proposal submitted in response to the above-referenced solicitation has been independently arrived at without collusion with any other bidder or competitor.
2. The proposal has been prepared and submitted without any consultation, communication, or agreement with any other proposer for the purpose of restricting competition.
3. The vendor has not directly or indirectly induced or solicited any other vendor to submit or not submit a proposal for the purpose of restricting competition.
4. The vendor has not knowingly disclosed the contents of the proposal, pricing, or any terms to any other competitor prior to the official proposal opening.
5. No attempt has been made by the vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

The undersigned certifies that the statements contained in this certificate are true and correct and that the individual signing this document has the authority to bind the company to the statements made herein.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Proposal Invitation.

Vendor certifies that this firm is a MWBE (required by some participating) ☐ YES ☐ NO

Vendor certifies that this firm is a HUB (required by some participating) ☐ YES ☐ NO

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

NON-RESIDENT VENDOR FORM

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

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

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

Section 2252.002 states, A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

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

Is your principal place of business in Texas? ☐ YES ☐ NO

If not, in which state is your principal place of business? _____

If your principal place of business is not Texas, does your state favor resident bidders in your state by some dollar increment or percentage? ☐ YES ☐ NO

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

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

INTERLOCAL AGREEMENT CLAUSE- CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)

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

<https://www.txctpa.org>

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

DISCLOSURE OF INTERESTED PARTIES

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

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY Must file online at www.ethics.state.tx.us/File																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>		Controlling	Intermediary														
Controlling	Intermediary																		
5 Check only if there is no Interested Party. ☐																			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. Signature of authorized agent of contracting business entity (Declarant)																			
ADD ADDITIONAL PAGES AS NECESSARY																			

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S FEDERAL GRANT

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

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

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

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

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

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

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 FISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

- (D) All Contractors must comply with all federal, state, and local labor laws including Article 5159a, Vernon's Annotated Revised Civil Statutes of the State of Texas which requires that the contractor pay not less than the Prevailing Wage Scale. Contractors shall comply with all aspects of Article 5159a, Vernon's Civil Statute, including keeping records on each laborer, workman, or mechanic employed for each calendar day or portion. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

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

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

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

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

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

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

Pursuant to Federal Rule (F) above, when federal funds are expended by FISD, the Vendor certifies that during the term of an award for all contracts by FISD 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 FISD, the Vendor certifies that during the term of an award for all contracts by FISD 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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by FISD, the Vendor certifies that during the term of an award for all contracts by FISD resulting from this procurement process, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

Record Retention Requirements for Contracts Paid for with Federal Funds – 2 CFR § 200.333

When federal funds are expended by FISC for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or 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

Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321

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

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

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

**Certification of Compliance with EPA Regulations
Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts in excess of \$100,000 of Federal Funds**

When federal funds are expended by FISC 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 FISD 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 Compliance with Buy America Provisions

FISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it will either (1) supply FISD with domestic end products that are in compliance with all applicable provisions of the Buy America Act; or (2) notify FISD that the products it is requesting to be installed is not in compliance with the applicable provisions of the Buy America Act.

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

Certification Regarding Terrorist Organizations

Pursuant to Sections 2252.151-.154 of the Texas Government Code, the 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 under federal law.

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

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 FISD; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by FISD in a fiscal year of FISD, 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 FISD for the duration of the Agreement; (2) promptly provide to FISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of FISD; and (3) on completion of the Agreement, either (a) provide at no cost to FISD 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 FISD.

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

ADDRESS

CITY, STATE, ZIP

PHONE #

EMAIL ADDRESS

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

FEDERAL TAX ID

CONFIDENTIALITY DECLARATION FORM

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

As a governmental body, FISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to FISD 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 FISD 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 FISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," FISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that FISD 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 § 552.02222, "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.

¹ "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained 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 proposal 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 proposal 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."

FISD 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 FISD, 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 FISD and determined by FISD, 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 FISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.

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 FISD 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 FISD 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 FISD and that its proposal and all other information—including any pricing information—submitted by Vendor to FISD 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 FISD in connection with this procurement solicitation or the Agreement.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

FISD CONSOLIDATED 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 proposal, 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 proposal, 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 proposal 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, ZIP

BIDDER SIGNATURE

PRINTED NAME

TITLE

DATE

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING RFP

PRINTED NAME OF COMPANY OFFICIAL AUTHORIZING RFP

DATE

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

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type. See Specific Instructions on page 3.	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) _____	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.)
	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 ☐	
	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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

ATTACHMENT A - RFP 2026-CP-001

PRINTER	COLOR PAGES	GRAYSCALE PAGES	TOTAL PRINTED PAGES	JOBS	Model	Serial	Equ ID	Location
AEP-3054R	-	1,153	1,153	349	MP3555SP	C85215357	14281873	AEP
CO-SUP-HP-Laserjet	68	163	231	82				CO
COOP-IMC6010	624	8,812	9,436	912	MP3555SP	C85215356	14699183	CO
CO-BUS-4054R	-	11,036	11,036	1,194	MP4055SP	C85214697	14699140	Mailroom
CO-REC-3054R	-	7,901	7,901	2,126	MP3555SP	C85215192	14483670	BS Office
CO-WR-8002R	4,720	10,148	14,868	971	IMC8000	C85214723	14482743	Copyroom
FES-ISS-4054R	-	2,700	2,700	561				
FES-OFF-4054R	-	7,163	7,163	106	MP4055SP	C85214699	14699144	Front Office
FES-Office-IMC530	2,673	1,820	4,493	807				
FES-WR-9002R-1	-	130,383	130,383	2,477	IM8000	C85214674	14481915	Workroom
FES-WR-9002R-2	-	103,928	103,928	2,246	IM8000	C85214675	14481914	Workroom
FHS-107-MP3555	-	3,098	3,098	140				
FHS-127-3840	359	57	-	64				
FHS-304-3054R	-	13,894	13,894	1,103	MP3555SP	C85215352	14483713	300Building
FHS-403-MP3555	-	12,855	12,855	404				
FHS-ATH-IMC6010	2,247	4,688	6,935	908				
FHS-BAND-3054R	-	5,432	5,432	577	MP3555SP	C85215355	14482381	Band Hall
FHS-Cou-4054R	-	6,166	6,166	667	MP4055SP	C85214698	14482627	Counselor
FHS-FH-3054R	-	4,967	4,967	72	MP3555SP	C85215359	14281872	Field House
FHS-LIB-3045R	-	12,609	12,609	1,297	MP3555SP	C85215354	14699182	Library
FHS-Mentor-2360-2	-	73	-	15				
FHS-OFF-3054R	-	10,027	10,027	1,500	MP3555SP	C85215353	14482792	Front Office
FHS-STF-9002R1	-	65,650	65,650	1,147	IM8000	C85214672	14483588	Workroom
FHS-STF-9002R2	-	110,518	110,518	2,069	IM8000	C85214673	14483589	Mailroom
FHS-WR-IMC6010	1,070	616	1,686	483				
FMS-100WR-6054R	-	35,617	35,617	892	MP6055SP	C85215124	14483692	6TH GRADE 161
FMS-200WR-9002R	-	36,652	36,652	992	IM8000	C85214783	14482750	7TH GRADE 611
FMS-400WR-9002R	-	58,842	58,842	888	IM8000	C85214782	14483612	8TH GRADE 601
FMS-BAND-3054R	-	5,821	5,821	377	MP3555SP	C85215358	14482924	BAND HALL
FMS-LIB-3054R	-	2,025	2,025	177	MP3555SP	C85215361	14482302	LIBRARY
FMS-OFF-5054R	-	28,026	28,026	1,677	MP5055SP	C85215122	14699169	OFFICE
FMS-Office-IMC530	2,571	943	3,514	535	IMC530FB	42002XC00171	4909470	OFFICE COLOR
FPS-1st-9002R	-	48,851	48,851	2,221	IM8000	C85214676	14483617	First Grade
FPS-C530FB	4,308	1,562	5,870	648	IM530FB	C8239231	14872985	Front Office
FPS-LIB-5054R	-	28,849	28,849	1,455	MP5055SP	C85215121	14482279	Library
FPS-OFF-6054R	-	25,114	25,114	1,812	MP6055SP	C85214718	14483619	Front Office
MX-C530FB	562	620	1,182	483	IMC530FB	C85239230	14874266	MAINTENANCE
STW-WR-6054R	-	21,628	21,628	1,310	MP6055SP	C85215123	14482389	
STW-WR-IMC530	463	56	503	88				