



Santa Maria Independent School District

Request for Qualifications
Consulting Services – Child Nutrition

RFQ#2026-003

Issue Date: April 20, 2026

Submission Due Date: May 4, 2026

The Santa Maria Independent School District is accepting proposals as specified in this document. Sealed proposals will be received until 2:00pm CST on Monday May 4th, 2026 at the Santa Maria ISD Administration Offices located at 11119 Military Road, Santa Maria, Texas 78592.

Any questions or requests for additional information related to the specifications of the proposal should be directed to Amanda L. Najar, Business Manager at (956) 565-6308 or amandanajar@smisd.net.

INTENT TO BID

Fax or email, this page only, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District.

Please complete and email the purchasing coordinator or FAX: 956-565-0598 immediately in order to be added to the vendor list and receive addendum or updates regarding this solicitation. It is the intent of the Business Office to ensure that all interested vendors receive addendum's or updates, but it will be the vendor's responsibility to check the Business Office site periodically. If there are addendum's posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Santa Maria ISD Webpage at <https://www.smisd.net/departments/business-finance/purchasing>

Amanda L. Najar
Business Manager
amandanajar@smisd.net
PHONE: 956-565-6308
FAX: 956-565-0598

NAME: _____

TITLE: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

EMAIL: _____

WEBSITE: _____

BACKGROUND: Santa Maria ISD is comprised of 3 schools – Tony Gonzalez Elementary School, Santa Maria Middle School and Santa Maria High School. The District has 3 cafeterias – Tony Gonzalez Elementary School, servicing Pre-K – 5th, Santa Maria Middle School, servicing 6th – 8th, and Santa Maria High School, servicing 9th - 12th. Total enrollment for the district is approximately 490 with the following student allocation estimates:

TG Elementary School (PreK-5th) – 216
Santa Maria Middle School (6th-8th) – 103
Santa Maria Early College High School (9th-12th) - 171

PROPOSAL & SCOPE: Each participating firm shall submit a written proposal, detailing the manner in which consulting services will be provided and the objectives set forth in this RFQ shall be achieved.

SITE VISITS & PRE-PROPOSAL CONFERENCE: There will be no scheduled pre-proposal conference held.

PROPOSAL ACCEPTANCE & CONTRACT AWARD: Santa Maria ISD reserves the right to accept or reject any and/or all proposals. The District may reject any proposal not accompanied by data required by the RFQ. Conditional proposals will not be accepted.

Award shall be made to the firm with the most advantageous proposal when taking into consideration the evaluation factors set forth in the sections that follow and including the overall long-term value to the District. There is no obligation on the part of the District to award a contract. Any contract awarded will be awarded to a single firm.

FEES & OPERATING COST: Fees will be considered a part of overall operating cost. Operating cost will be viewed as one of a number of component determinants of overall best value and will be considered in accordance with the criteria established herein.

ADDENDA: Any changes or revisions to this RFQ will be issued by Santa Maria ISD to all firms on record and will be posted on the District's website. Each firm is responsible for incorporating all the latest addendums into their proposal.

OPEN COMPETITION: Santa Maria ISD encourages free and open competition. Specifications and proposal terms and conditions are designed to meet this objective, consistent with the necessity to satisfy the needs of the District.

NON-COLLUSION: Submission of a proposal guarantees that the proposal has been prepared without collusion with other firms and without effort to preclude the District from obtaining the best possible competitive value. The firm certifies that neither its officers nor its employees have bribed or attempted to bribe or influence in any improper manner any officer, employee or agent of the District, and that the firm has disclosed any known beneficial

relationship between a District official and the firm.

WITHDRAWAL OR MODIFICATION: Any proposal may be withdrawn in writing prior to the submission deadline. Any proposal not withdrawn prior to the submission deadline shall constitute an irrevocable offer, for a period of 90 days, to provide the goods and/or services set forth in the attached specifications, or until a selection has been made by the District. A proposal may not be withdrawn or modified following the Submission Deadline.

ERRORS: Santa Maria ISD is not liable for any errors or misinterpretations made in responding to this RFQ.

INSPECTION OF FACILITIES: It is the responsibility of each firm to become fully informed as to the nature and extent of the work required and its relation to any other condition, including possible interference from academic or other activities.

INQUIRIES & INTERPRETATIONS: If proposer for proposed work is in doubt as to the true meaning or intent of the RFQ, proposer must submit a written request for interpretation by no later than April 22, 2026 directed to:

Santa Maria ISD

Attn: Amanda L. Najar

11119 Military Road, Santa Maria, TX 78592

amandanajar@smisd.net

The District will attempt to provide adequate clarification to specific questions directly to the firm submitting the question. All interpretations or clarifications considered necessary by the District in response to a proposer's request will be issued by written Addenda.

Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.

The District is not liable for increased cost or other consequence resulting from the acceptance of verbal direction by a participating firm.

EVALUATION OF PROPOSALS: Pursuant to Section 44.031 of the Texas Education Code, the District will evaluate various factors to determine which company or individual to contract with, to include, but not limited to the following:

- the contract price;
- the reputation of the Contractor and of the Contractor's goods or services
- the quality of the Contractor's goods and services
- the extent to which the goods or services meet the District's needs
- the Contractor's past relationship with the District
- the impact on the ability of the District to comply with laws and rules relating to

historically underutilized businesses

- ▯ the total long-term cost to the District to acquire the Contractor's goods or services;
- ▯ whether the Contractor or the vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state; and
- ▯ assessment of the firm's experience and expertise
- ▯ assessment of the firm's assigned personnel's experience and expertise
- ▯ completeness of submitted proposal

SELECTION: It should be noted that a low proposal will not necessarily be selected. The District will use these criteria to award in the best interest of the District. The District reserves the right to reject any or all proposals or any part of any proposal. Selection shall be made of one firm deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. As stated herein, the District may cancel this RFQ, reject proposals or any portions thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the District determine (at its sole discretion) that only one firm is fully qualified, or that one firm is clearly more suitable than the others under consideration, a contract may be awarded to that firm.

NEGOTIATIONS: Final negotiations may be conducted with the selected firm in order to insure the best overall program design and to achieve the best business arrangement for the parties.

AMERICANS WITH DISABILITIES ACT: If special accommodations are needed in order to attend meetings or to accomplish building site visits, please contact the District at least one (1) week prior to the event to insure such accommodations.

PROPOSAL CONDITIONS

CONTRACT TERM: The successful firm will be awarded a contract with an initial term of twelve months.

After the initial term the District reserves the right to automatically extend the contract for two successive terms of one (1) year thereafter upon mutual written consent by both parties. Extending the contract implies doing so under the same terms and conditions, unless otherwise mutually agreed to by the parties. Any additional terms and conditions to the contract shall be in writing and agreed to by both parties.

APPROPRIATION: If funds for the services provided under the contract are not appropriated in a given District fiscal year, the District may terminate the contract upon 30 days' notice.

PERSONNEL: The District will directly employ food service staff and determine duties of their assignments. All other consulting service employees will be employees of the selected firm.

The District shall consider the intentional employment of unauthorized aliens by the selected firm in violation of U.S. immigration laws cause for unilateral cancellation of any contract resulting from this RFQ.

All employees of the selected firm must undergo a criminal background check prior to beginning work. No employee with a felony conviction or a conviction of a sex crime, crime of moral turpitude or any crime against a child may be employed. The District will be furnished proof of criminal record background checks upon request.

ASSIGNMENTS & SUBCONTRACTING: No part of an awarded contract may be assigned or subcontracted without prior written approval of Santa Maria ISD. Payment can only be made to the firm stated in the awarded proposal.

PRICING: Monthly invoices may be submitted by the selected firm at the beginning of the month in which the services are to be provided.

Start Up – Pricing will include all costs associated with startup of services.

Adjustment for Changes in Service – An adjustment based on change in services or scope will be negotiated between the parties and will be effective upon the change.

Other Changes – Unionization, minimum wage increases, tax rate changes, mutual decisions to alter staffing, and other similar circumstances will be considered reason for review and/or negotiation of new contract pricing.

REGULATORY COMPLIANCE: The selected firm must be licensed to do business in the State of Texas and comply with all related regulations governing the services provided.

DISCLOSURES: Proposer shall note any and all relationships that might be a conflict of interest and include such information with proposal.

ASSIGNMENT: Assignment of contract may only be made to an affiliate or wholly-owned subsidiary of the selected firm with advance notice to be provided to the District of such Assignment.

NOTICES & AMENDMENTS: All notices and amendments must be in writing.

FORCE MAJEURE: The contract may contain a provision limiting obligation and liability due to catastrophe or other force majeure.

TERMINATION: Any contract resulting from this RFQ may be cancelled by either party upon 90 days' notice without cause or upon 30 days' notice for cause, except that the contract may be cancelled upon 10 days' notice if the cause is non-payment.

JURISDICTION: This agreement will be construed and governed in the state of Texas.

LANGUAGE REQUIREMENT: English is the recognized language used in the District. Although it is not a requirement that all of the selected firm's employees speak English, it is a requirement that the overall supervisor and the lead person be able to speak, write and understand English, in order to properly understand and communicate instructions. All written instructions, including Material Safety Data Sheets, posting of notices, etc., will be provided in both English and Spanish.

PROPOSAL SUBMISSION

PROPOSAL SUBMISSION: Proposal documents are to be submitted in (a) sealed envelope(s) or box(es). Please indicate with the response the name of the firm, contact person and contact information. The District reserves the right to request additional copies or information without cost or to duplicate information submitted as required for the purpose of evaluating the proposals.

Proposals should be mailed or delivered to:

Santa Maria ISD
Business Manager
11119 Military Road
Santa Maria, Texas 78592

Email and faxed proposals will not be accepted. Late proposals will be returned unopened.

PROPOSAL FORMAT: Proposals should provide a straightforward, concise description of the capabilities of the firm and must satisfy at least the basic requirements of the RFQ. Emphasis should be on completeness and clarity of content. The response should be formatted in the following major sections, which may be placed in any order:

Summary: The Firm may, but is not required to, provide an executive summary.

Company: This section should include information about the firm, its qualifications, its legal status as a partnership, corporation or other, number of years in business, number of current school contracts with name address, and contact information for each, and should also include references.

Organization: This section should include the firm's proposed on-site organization, including staffing information. It should also include any information on individuals who may be assigned to the operation.

Financial: This section should include proposed pricing for consulting services as outlined in Program Requirements. Pricing should include an annual cost and the amount to be billed each month.

Operations: This section should include operational information concerning the method of service delivery, including programs and management. This section should also include the firm's startup and transition plan.

Safety and Security: This section should include the firm's Background Check Procedure, Uniform & ID Policy, and Key Distribution and Control Procedure.

Quality Assurance

Program: This section should include the firm's Inspection Procedures, Customer Complaint Resolution, and Customer Survey Examples.

Adjustments: This section should include the firm's plan for adjusting services for school holidays and for adjusting services in the event of emergency.

Litigation: This section should describe any litigation currently pending against the firm within the past 5 years that the firm has been in business.

PROPOSAL EVALUATION

EVALUATION CRITERIA: Proposals will be evaluated and contract award made based upon the proposal that is determined to be the most advantageous when taking into consideration the evaluation factors set forth in the sections that follow, including the overall long-term value to the District.

PERFORMANCE INVESTIGATIONS: As part of the proposal evaluation process the District may make inquiries and investigations, including visiting sites or obtaining verbal or written references from the firm's customers, to determine the ability of the firm to provide service.

PROGRAM REQUIREMENTS

Type of Service: Food Service Program – Consulting Services

Consulting Services

- ▣ Regular on site consultation by a qualified food service team member.
- ▣ Training for Santa Maria ISD Cafeteria Manager/Child Nutrition Director.
- ▣ Occasional site visits by food service support professionals specializing in:
 - Nutrition
 - Marketing and Procurement
 - Culinary Training
 - Food & Physical Safety
 - USDA Nutrition regulations
- ▣ Regular and on-going support in the following areas:
 - Review and create monthly USDA approved menus and menu development
 - USDA required production records and portion control training
 - Compliance with food safety requirements
 - Compliance with USDA program regulations
 - USDA commodity utilization
 - Review program for improvements and needs for upcoming school year
 - Order guide training for ordering
 - Detailed cost analysis
 - Review what training needs to take place
 - Review current staffing levels and make recommendations on efficiencies
 - Review marketing plan with new concepts
 - Strategic planning with administration team
 - Pricing strategies and professional recommendations for improvements

- o Reimbursable meal training
- o Onsite training with staff
- o Weekly support and TDA program updates
- o Employee training
- o A la carte set up and support
- o Financial training for managers and staff
- o Proven success of consulting with school districts
- Recommendations to the District in regards to the following:
 - o Staffing levels and productivity analysis
 - o Free and reduced meal program management
 - o Meal program pricing

Optional services that may be quoted and considered:

- Purchasing Co-op Membership/Participation
- POS (Primero Edge, etc.)
- Signature signage and marketing implementation for each cafeteria site
- Servsafe Training for Managers
- Additional assistance available based on per diem cost mutually

Services will not include:

- Purchasing – Santa Maria ISD will continue to purchase and pay for food and supplies
- Free and reduced application processing and claims management
- Employment of food service staff – all food service employees shall remain employees of Santa Maria ISD.

**SANTA MARIA INDEPENDENT SCHOOL DISTRICT PURCHASING
DEPARTMENT**

BID SPECIFICATIONS FOR:

RFQ #2026-003

\$ _____ Monthly Rate for Consultant Services

\$ _____ ½ Day rate per service/training of food service staff

\$ _____ Full day rate per service/training of food service staff

\$ _____ Daily rate for additional consulting staff

\$ _____ Total fee for your services/training of food service staff*

*** Note: Total fee should include all expenses, i.e., hotel, flight, meals, etc.**

Type of service/training: _____

Consultant Qualifications: (Must Attach Vita, Resume, Background Information)

Company/Group Presenter: _____

Signature: _____ TAX ID#/S.S. #: _____

Address: _____ Fax No.: _____

Phone No.: _____

City: _____ State: _____ Zip: _____

➤ **Please include references of the Districts that you provided consulting services.**

Santa Maria Independent School District

AFFIDAVIT

State of Texas
County of Cameron

I, _____(name) as a Trustee of the SANTA MARIA I.S.D. Board of Trustees make this affidavit and herby on oath of state the following; I, or a person related to me, have a substantial interest, in a business entity, as those terms are defined in Local Government code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decisions of the board or in a real property for which it is reasonably foreseeable that the board's action will have a special economic effect on the value of the property distinguishable form its effect on the public. (_____name and address of Business or description of property).

_____(“I or name or relative and relationship (have/has a substantial interest in this business entity or real property for the following reason:

CHECK ALL THAT APPLY

- Ownership of 10 percent or more of the voting stock or shares of the business entity. Ownership of 10 percent or more the fair market value of the business entity.
- Ownership of \$5,000 or more of the fair market value of the business entity.
- Funds received from the business exceed 10 percent of (my, her, his) gross income for the previous year.
- Real property is involved and (I, he, she) (have, has) and equitable or Legal ownership with a fair market value of at least \$2,500.

Upon filing of this affidavit with the School Board’s Secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Local Government Section 171.006

Signed this _____day of _____, 20____

Signature of Official Title

ACKNOWLEDGEMENT

State of Texas
County of Willacy

BEFORE ME, the undersigned authority, this day personally appeared

My commission expires: _____

Note: Please complete and submit this form with your bid or company will be disqualified

NON-COLLUSIVE AFFIDAVIT

The undersigned Proposer, by signing and executing this PROPOSAL certifies and represents to the Santa Maria Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this PROPOSAL: the Proposer also certifies and represents that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this PROPOSAL: the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any offer, trustee, agent or employee of the Santa Maria Independent School District concerning this PROPOSAL on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this PROPOSAL; the Proposer further certifies and represents that Proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit of other thing of value of any officer, trustee, agent or employee of the Santa Maria Independent School District in return for the person having exercised their person's official discretion, power or duty with respect to this PROPOSAL; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Santa Maria Independent School District in connection with information regarding this PROPOSAL, the submission of this PROPOSAL, the award of this PROPOSAL or the performance, delivery of sale pursuant to this PROPOSAL.

Signature of Company Official: _____ Date: _____

Print Name: _____

Note: Please complete and submit this form with your bid or company will be disqualified

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

Per Title 34, Code of Federal Regulations, 80.35, "Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

(Before completing certification, read the instructions below.)

Please check one choice below:

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instructions For Suspension/Debarment Certification Statement

1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.

2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

SANTA MARIA INDEPENDENT SCHOOL DISTRICT
SERVICE CONTRACTOR CERTIFICATION
CRIMINAL BACKGROUND CHECK

Introduction: A school district is required to take appropriate steps to protect students who may come in contact with a contractor's employees. Pursuant to Texas Education Code Chapter 22, service contractors shall obtain criminal history record information regarding covered employees and certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions: Covered employees: All employees of a contractor who have, or will have, continuing duties related to the service to be performed at the District and have, or will have, direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying convictions: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in 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 Contractor's employees are Covered Employees, as defined above.

Or

Some or all of Contractor's employees are Covered Employees. If this box is selected, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.

Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee to the District project on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature: _____ Title: _____

Date: _____

SANTA MARIA INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of vendor is found in the Texas Education Code §44.034. State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract".

This Notice Is Not Required of a Publicly Held Corporation.

Check the appropriate box and sign in the space provided below:

My firm is a Publicly Held Corporation; therefore, this reporting requirement is

not applicable.

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

Name of Felon(s): _____

Details of
Conviction(s) _____

Signature of Company Official: _____

Legal Name of Company or Vendor: _____

Santa Maria Independent School District
11119 Military Road
Santa Maria, Texas 78592

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
CERTIFICATION**

Bidding Companies that have been certified by the Texas Building and Procurement (TBPC) as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Bid Invitation. The electronic catalogs will indicate HUB certification for vendors that properly indicate and document their HUB certification on this form.

_____ I certify that my company has been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form.
(Required documentation for recognition as a HUB).

_____ My company has NOT been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB).

Signature of Authorized Representative

Name (Please Print)

Title

Company Name (Please Print)

EDGAR CERTIFICATIONS

Santa Maria Independent School District

TO WHOM IT MAY CONCERN:

SANTA MARIA ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to SANTA MARIA ISD along with your proposal.

The following certifications and provisions are required and apply when SANTA MARIA ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

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

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

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

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

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

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

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-**

1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "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 SANTA MARIA ISD, the vendor certifies that during the term of an award for all contracts by SANTA MARIA ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ 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 SANTA MARIA ISD, the vendor certifies that during the term of an award for all contracts by SANTA MARIA ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by SANTA MARIA ISD for any contract resulting from this procurement process, 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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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, and Zip Code:

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____

Date: _____

**SANTA MARIA INDEPENDENT SCHOOL DISTRICT
VENDOR CERTIFICATIONS**

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE

Pursuant to Texas Family Code, Section [231.006](#), a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section [231.006](#) of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.**

**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 RISD, and/or its cooperative members, for any contract resulting from this procurement process.

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

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

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

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

Pursuant to Federal Rule (B) above, when federal funds are expended by RISD, and/or its cooperative members, RISD, and/or its cooperative members, 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. RISD, and/or its cooperative members, also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if RISD, and/or its cooperative members, believes, in its sole discretion that it is in the best interest of RISD, and/or its cooperative members, to do so. The vendor will be compensated for work performed and accepted and goods accepted by RISD, and/or its cooperative members, as of the termination date if the contract is terminated for convenience of RISD, and/or its cooperative members. Any award under this procurement process is not exclusive and RISD, and/or its cooperative members, reserves the right to

purchase goods and services from other vendors when it is in the best interest of RISD, and/or its cooperative members.

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 contractll 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 Opportunityll (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, ll and implementing regulations at 41 CFR part 60, —Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. ll

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

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, —Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Constructionll). 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-Kickbackll 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 Statesll). 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 RISD, and/or its cooperative members, 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 RISD, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by RISD, and/or its cooperative members, 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 RISD, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by RISD, and/or its cooperative members, 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 \$50,000 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 RISD, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by RISD, and/or its cooperative members, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

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

Pursuant to Federal Rule (H) above, when federal funds are expended by RISD, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by RISD, and/or its cooperative members, 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

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – All Contractors that apply or bid for an award exceeding \$100,000 must file the required Lobbying 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 (l) above, when federal funds are expended by RISD, and/or its cooperative members, the vendor certifies that during the term and after the awarded term of an award for all contracts by RISD, and/or its cooperative members, 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:
<https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>,
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$50,000 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

**EMPLOYMENT VERIFICATION
FAR 22.18**

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

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 RISD, and/or its cooperative members, 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

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$50,000 OF FEDERAL FUNDS**

When federal funds are expended by RISD, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$50,000, 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 RISD, or its cooperative members, 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 AMERICAN PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

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

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies 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.

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.

Corporate/Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____

Fax #: _____

Email Address: _____

Corporate/Company Website: _____

DUNS #: _____

CAGE #: _____

**SANTA MARIA INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 		<p>Date Received</p>
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>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.</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

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§ 176.00G(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.

SANTA MARIA INDEPENDENT SCHOOL DISTRICT CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

Santa Maria Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits RISD, or its cooperative members, from entering into a contract resulting from this RFQ with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to RISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be filed with Santa Maria Independent School District by including a copy of the completed/notarized form with the proposal response.
- RISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After RISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from RISD.

Instructions to Vendors:

1. **Read these instructions,**
2. **Go to the Ethics Commission Website**
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,
3. **Register and complete Form 1295 online - include the proposal number and the contract/RFQ name,**
4. **Print a copy of the submitted Form 1295 and have it notarized - it will have a certification # in the top right corner,**
5. **Include a copy of the completed, signed and notarized Form 1295 with the proposal response.**

Definitions:

- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom RISD and/or its cooperative members contracts; or
 - 2) actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
 - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

**SANTA MARIA INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

**BID SPECIFICATIONS
FOR: RFQ #2026-003**

ACKNOWLEDGEMENT FORM

PLEASE MAKE SURE THAT YOU HAVE DONE THE FOLLOWING:

- | | |
|---|----------------|
| 1. YOU MUST COMPLETE AND RETURN THE FELONY CONVICTION NOTICE, NOTWO (2) AFFIDAVITS, VENDOR CERTIFICATION, FORM CIQ, FORM 1295 AND CERTIFICATE REGARDING TERRORIST | ___ YES ___ NO |
| 2. YOU MUST INCLUDE INSURANCE WITH THE BID (IF REQUIRED) | ___ YES ___ NO |
| 3. YOU MUST INCLUDE ANY SAMPLES THAT ARE REQUIRED | ___ YES ___ NO |
| 4. YOU MUST INCLUDE ANY STATE CERTIFICATE OR LICENSE NOWITH THE BID (IF REQUIRED) | ___ YES |
| 5. YOU MUST VERIFY UNIT PRICE TO TOTAL PRICE | ___ YES ___ NO |
| 6. YOU MUST INCLUDE A W-9 IRS FORM
(Downloadable at www.Santa Mariaisd.org) | ___ YES ___ NO |
| 7. IF YOUR COMPANY IS NOT BIDDING ON THIS BID/PROPOSAL, PLEASE STATETHE REASON. | |

Deviations from specifications if any: _____

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said bid. The signature below confirms that our company will enter into a binding contract with Santa Maria I.S.D. for item(s) awarded to our company.

Company Name: _____	Agent Name: _____
Print Name: _____	Authorized Signature: _____
Address: _____	City: _____ ST: _____ Zip Code: _____
Telephone: (____) _____	Fax: (____) _____ E-mail: _____
Federal Id#: _____ and/or Social Security #: _____	
Address for Purchasing Order	Address for Payment:

Note: Please complete and submit this form with your bid or company will be disqualified.