

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**



**Boardroom Technology Renovation
Administration Building Boardroom
RFP 27.01**

Issued by:

Beaumont Independent School District – Purchasing Department
Angela Fontenot-Senior Buyer
3395 Harrison Avenue
Beaumont, TX 77706
Phone: 409-617-5000
URL: www.bmtisd.com
Email: bids@bmtisd.com

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

TABLE OF CONTENTS

Items below represent components which comprise this bid/proposal package. Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Angela Fontenot, Senior Buyer, immediately via email at bids@bmtisd.com.

- 1.0 Schedule
- 2.0 Notice of Intent
- 3.0 Instructions to Proposers
- 4.0 Evaluation & Award of Proposals
- 5.0 Contract Terms & Conditions
- 6.0 Scope & Specifications
- 7.0 Execution of Offer Form
- 8.0 Attachments

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

PART 1.0 – SCHEDULE

REQUEST FOR PROPOSALS
for
RFP # 27.01 - Boardroom Technology Renovation
due no later than
Thursday, November 19, 2026 at 2:00 p.m.

Pre-Proposal Conference: Thursday, October 29, 2026 at 1:00 p.m. at BISD Boardroom- 3395 Harrison Ave.

Questions Due: Thursday, November 5, 2026 by 2:00 p.m.

Responses to Questions Posted: Tuesday, November 10, 2026 by 2:00 p.m.

Response to RFP Due: Thursday, November 19, 2026 at 2:00 p.m.

Board Contract Approval: Estimated December 15, 2026.

ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE OR EMAIL WILL NOT BE CONSIDERED.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION
PART 2.0 – NOTICE OF INTENT

2.1 Request for Proposal Intention

Beaumont Independent School District (“Beaumont ISD” BISD” or “District”) is conducting this procurement to establish one or more contract(s) for goods and/or services. The term of the prospective contract(s) resulting from this solicitation is until project is considered complete by the District. (“Initial Term”). No contract shall be executed until it has been reviewed and approved by the District’s Board of Managers (“Board”) in a regularly scheduled meeting of the Board and as required by Board policy and applicable law.

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within Exhibit A of this Request for Proposals (“RFP”) and further described in Part 6.0 - Scope and Specification section.

2.2 Procurement Method

BISD maintains and uses documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. BISD’s documented procurement procedures are consistent with State, local and tribal laws and regulations and standards identified in §§ 200.317 through 200.327 of subpart D—Post Federal Award Requirements.

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

For information regarding the proposal process, contact Angela Fontenot, Senior Buyer, via email at bids@bmtisd.com.

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

PART 3.0 – INSTRUCTIONS TO PROPOSERS

Please read carefully this entire proposal document and specifications. Complete all forms and submit your bid with all appropriate attachments. This portion of the RFP includes instructions on the format proposers must follow in preparing and submitting their proposals. It further identifies how questions can be raised and will be addressed.

3.1 Request for Proposals (RFP) Documents

The District's RFP documents may be obtained at Beaumont ISD Administration Building, 3395 Harrison Avenue Beaumont, TX 77706 or are available online at: <https://www.bmtisd.com/departments/business-finance/purchasing/current-bid-opportunities>.

3.2 Requirements for Return of Proposal Responses

Proposers may respond to this RFP using by submitting hard copies delivered by U.S. Postal mail, courier, or hand delivery to BISD no later than the exact date/time and at the place indicated in this RFP. All required documentation and forms must be completed, signed, scanned, and enclosed in Proposer's sealed envelope.

All proposals shall be delivered for submission to:

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Attn: Purchasing Department
3395 Harrison Avenue
Beaumont, TX 77706

ALL RESPONSES MUST BE RECEIVED AT THE ADDRESS SHOWN ABOVE. RESPONSES SENT/ DELIVERED TO ANY OTHER DISTRICT ADDRESS WILL NOT BE CONSIDERED.

PROPOSALS MUST BE RECEIVED NO LATER THAN November 19, 2026 at 2:00 p.m. Any Proposal received after such time will not be considered and will be returned unopened.

3.3 Required Format

All Proposers are required to respond to this RFP using the Attachment A – Proposal Form, included herein. Proposer's Submission must also include any applicable solicitation documents and related terms, conditions, specifications, and the documents requested specified below in Section 3.4 – Required Documents. In their Submission, Offerors may also include supplementary materials further describing their capabilities and experience.

Proposers shall submit two (2) copies of the Proposal in a sealed envelope. Proposer is responsible for ensuring that their proposals are time-stamped to evidence timely submission. Proposal envelopes must be plainly marked on the outside as follows:

**SEALED PROPOSAL
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 BOARDROOM TECHNOLOGY RENOVATION**

Offerors must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process or may result in the disqualification of your proposal.

3.4 Required Documents

The documentation and attachments listed below are required to be included with the submitted proposal. All forms must be completed and signed. Include the following in the Submission:

- Proof of Insurability: Submit a letter from your insurance provider stating provider's commitment to insure the applicant for the types of coverage at the levels specified in this RFP, if awarded a contract in response to this RFP. Offeror shall also submit a copy of current insurance certificate.
- Exceptions, if any, to this RFP, including Part 5.0 – Contract Terms and Conditions, **must be redlined on this RFP**, and stated on the Note to Buyer Section of the Proposal Form

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

- Attachment A – Proposal Form
- Attachment B – Business Questionnaire & Qualification Statement
- Exhibit A- Specifications
- Exhibit B- Vendor Packet, and all required certifications and forms therein
- Exhibit C- Form 1295

3.5 Pricing

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

3.6 BISD Reservations

District reserves the right to:

- a. Cancel this solicitation in whole or in part, at the sole discretion of BISD.
- b. Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- c. Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- d. Verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in the Submission.
- e. Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of BISD.
- f. Waive any formalities, technicalities, or other defects if deemed in the best interest of BISD.
- g. Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- h. Be the sole judge of quality and equality.
- i. Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in BISD sole discretion.
- j. Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

3.7 Questions and Clarifications

Proposers may submit questions regarding this RFP to BISD Purchasing Department via email at bids@bmtisd.com. Questions must be received no later than 2:00 p.m. November 5, 2026. Questions and answers (responses) will be posted on the District's website no later than 2:00 p.m. November 10, 2026. BISD may seek additional information that may require a response from the Proposer within 24 hours of the request

3.8 Pre-Proposal Conference

An optional pre-proposal conference will be held at 1:00 p.m. October 29, 2026 at BISD Boardroom, 3395 Harrison Ave. Attendance is encouraged by all offerors, but not mandatory.

3.9 Submission of Proposals

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

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

3.10 RFP Addendum:

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

In the event that any changes to this RFP subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this RFP will be made by addendum. All such addenda shall be posted where the original procurement documents were placed on the BISD Purchasing Department website. It is Proposer's responsibility to obtain any addenda issued by BISD. Receipt of any addenda issued by BISD shall be deemed as acknowledged by the Proposer upon the submission of Proposer's Proposal.

3.11 Protests

Any vendor who submitted a proposal may appeal the District's award, if the appeal is based on deviations from laws, rules, regulations, or BISD Board policies. BISD Board Policy GF (Local) applies to any vendor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a vendor shall submit a complaint/appeal form by hand-delivery, electronic communication, including email and fax, or U.S. mail, to the BISD Director of Purchasing. Complaints/appeals must be received by the close of business on or before the 15th BISD business day of the date the vendor first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance. In the event a vendor is unsure about the award of the contract, it is the vendor's responsibility to contact the District Purchasing Department on the next business day after the award is announced and verify details concerning the award.

3.12 Financial Responsibility

BISD assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

3.13 Compliance with Specifications and Contract

Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities, school districts, and other public, not-for-profit agencies and organizations. Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the Contract terms in Part 5.0 - Terms and Conditions. **ANY EXCEPTIONS TO THE RFP MUST BE NOTED VIA TRACKED/REDLINED CHANGES UPLOADED AND SUBMITTED WITH VENDOR'S SUBMISSION AND MUST BE CLEARLY INDICATED IN THE NOTE TO BUYER SECTION OF THE PROPOSAL FORM, INCLUDED HEREIN.** Submitting Vendor's agreement or terms and conditions as a complete substitution of Part 5.0 – Terms and Conditions is unacceptable and will be rejected; specific exceptions to terms and conditions in Section 5.0 must be provided, if any. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP.

3.14 Use by Other Entities; Central Texas Purchasing Alliance

- (a) Pursuant to applicable law, including the Interlocal Cooperation Act Chapter 791 of the Texas Government Code), BISD may permit other governmental entities to "piggy-back" onto an existing contract between BISD and Vendor entered into as a result of this RFP. In the event that the Vendor's proposal becomes an awarded Agreement, the Vendor's proposal, including pricing information, may be provided to a requesting governmental entity desiring to establish separate, independent contracts with Vendor. **Vendor expressly agrees that BISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.** Governmental entities are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between BISD and Vendor. However, there is no obligation on either party to participate unless both parties agree. If another governmental entity chooses to utilize a contract established by this procurement solicitation and subsequent Agreement, contracts will be awarded individually by those governmental entities, and goods/services would be provided under the same contract pricing and purchasing terms established by this procurement solicitation. Any such separate, independent contract developed as a result of this procurement solicitation and/or the Agreement is exclusively between such other governmental entity and Vendor and shall have no effect or impact on BISD or BISD's contract with Vendor. It is expressly understood that BISD shall in

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section.

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

3.15 Vendor Registration

All Vendor's submitting a Proposal must complete, and include in their Submission, the New BISD Vendor Packet, including all required forms and certifications therein.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION
PART 4.0 – EVALUATION & AWARD OF PROPOSALS

4.1 Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by BISD to be the best value to BISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document. BISD shall comply with the Texas Public Information Act in the event BISD receives an open records request for information relating to proposals submitted in response to this RFP.

4.2 Competitive Range

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

4.3 Clarification and/or Discussions

BISD may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between BISD and Vendor can also take place after the initial receipt of proposals. BISD reserves the right to conduct discussions with all, some, or none of the Vendor submitting proposals. BISD will not assist the Vendor in the revision or modification of its proposal, nor will BISD assist the Vendor in bringing its proposal to the same level of other proposals received by BISD. Negotiations or discussions, if any, will not consist of a back-and-forth exchange resulting in contract, but rather will seek clarification or obtain equivalent elements. Questions related to the RFP can be submitted as provided in Section 3.7 of this RFP.

4.4 Conflict of Interest – EDGAR

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

An officer, employee, agent, or board member of BISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, through BISD's written procedures, BISD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

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

4.5 No Guarantee of Quantities

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

4.6 Formation of Contract (Execution of Offer)

A response to this solicitation is an offer to contract with BISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. An RFP does not become a contract unless and until it is accepted by BISD after approval by the District Board of Managers. A contract is formed when the Superintendent signs the Execution of Offer Form in Part 7 thus eliminating the need for the formal signing of a separate contract. The Proposer must submit a signed Execution of Offer Form in their Proposal.

4.7 Multiple Awards

BISD reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with BISD. BISD may make multiple awards; this fact should be taken into consideration by each Vendor.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

4.8 Non-Exclusive Contract

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and Contract that it is for the sole convenience of BISD. BISD is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at BISD's sole discretion.

4.9 Disqualification

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage. A Vendor may also be disqualified before or after the proposals are opened in the event Vendor is out of compliance with an existing contract with BISD.

4.10 Environmental Initiatives

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

4.11 Interpretation

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

4.12 Funding

BISD receives a variety of federal, state, and/or grant funding. Performance by BISD pursuant to this RFP may be dependent upon the appropriation and allotment of state/federal/grant funds (a "Prime Contract") and allocation of funds by BISD. If BISD is not appropriated or allocated the necessary federal/state/grant funds or its funding under a Contract is eliminated or decreased, or BISD fails to allocate the necessary funds, then BISD will issue written notice to Vendor and BISD may terminate the Contract without further duty or obligation to Vendor. Vendor acknowledges that appropriation, allotment, and allocation of funds may be beyond the control of BISD.

4.13 Withdrawal of Proposals

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

4.14 Non-Collusion Statement

Vendors are required to certify a Non-Collusion Statement. (See Exhibit B – Vendor Packet) Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against BISD or any person interested in the proposed contract, and that all statements in said proposal are true.

4.15 Preferences

BISD may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in all procurements and/or contracts, including those involving federal funds unless specifically authorized by federal regulations. See TEXAS GOV'T. CODE § 2252.001-.004; 2 C.F.R. § 200.319.

4.16 Responsible Vendor

BISD may only award contracts to Responsible Vendor(s) who possess the ability to perform successfully under the terms and conditions of a proposed procurement contract. A Responsible Vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein. When

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

determining if a vendor is responsible, BISD will consider the proposer’s integrity, compliance with public policy, record of past performance, and financial and technical resources.

4.17 Responsive Proposal

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

4.18 Similar Products or Materials

Whenever product(s) and/or material(s) are referred by BISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied, as applicable. The specified product(s) and/or material(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

4.19 Evaluation of Proposals

BISD represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)’s requirement that it “shall consider” the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws, BISD has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance. A committee of BISD will review and evaluate proposals and make a recommendation to the District Board of Managers. BISD will base a recommendation for contract award on the following factors¹:

Evaluation Factors	Weighted Value
1. Price	30
2. Reputation of Vendor and of Vendor’s goods and/or services	15
3. Quality of Vendor’s goods and/or services	15
4. Extent to which the goods and/or services meet BISD’s needs	30
5. Vendor’s past relationship with BISD	10
6. Impact on the ability of BISD to comply with laws and rules relating to HUBs	0
7. Total long-term cost to BISD to acquire Vendor’s goods and/or services	0
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor’s ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0 ²
9. Other	0
	100 Points

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

¹ BISD has the option to adjust (increase or decrease) the minimum score to be considered for award in the best interest of BISD.

² BISD may may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 7 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

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

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION
PART 5.0 – CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this RFP and are part of the terms and conditions of each Contract, Purchase Order, or proposal forms issued in connection with this RFP by BISD. The Purchase Order Terms and Conditions can be found at <https://www.bmtisd.com/departments/business-finance/purchasing#docaccess-27404994ec719f0de0bbfa679961cfb9>. Vendors are responsible for identifying any deviation/exception to these terms and conditions. **ANY DEVIATION/EXCEPTION MUST BE NOTED DIRECTLY ON THIS RFP BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS, EITHER MANUALLY VIA INK OR VIA TRACKED/REDLINED CHANGES PRINTED, AND SUBMITTED WITH VENDOR'S SUBMISSION.** If Vendor has deviations/exceptions to this Part 5.0, Vendor must note such on the Note to Buyer section of the Proposal Form. A general statement that Vendor reserves the right to negotiate terms and conditions of the Contract or similar language is unacceptable and will be rejected. The sole opportunity to submit any deviation/exception to these Contract Terms and Conditions is at the time of submission of a Proposal in response to this RFP; Contract Terms and Conditions will not be negotiated/renegotiated at any other time, including at any renewal term. Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by BISD and eliminated from further consideration.

CONTRACT BETWEEN
BEAUMONT INDEPENDENT SCHOOL DISTRICT AND
("VENDOR")
FOR
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

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

5.1. Contract Terms; Amendments

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's order acknowledgments, invoices, purchase or work orders, invoices, checks, order acknowledgements, forms, contracts, terms of use, online/website/click-through source terms, or similar commercial documents relating hereto and which may be issued by Vendor after the issuance of the RFP shall have any force or effect unless expressly agreed to in writing by BISD and Vendor via amendment. No amendment of this Contract shall be permitted unless and until first approved in writing by BISD, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the Superintendent after any necessary approvals have been obtained from the District Board of Managers.

5.2. Term of Contract; Renewal of Contract

The contract term is as set forth in Part 2.0 – Notice of Intent. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether the initial term or a renewal term.

5.3. Termination

This Contract shall remain in effect until (1) the Contract expires by the term set forth in the RFP or (2) the Contract is terminated by mutual consent of BISD and Vendor. In the event of a breach or default by Vendor by failing to fulfill or abide by the terms, conditions, or specifications of this Contract and/or the RFP, BISD reserves the right to cancel upon thirty (30) days written notification of the intent or enforce the performance of the RFP and/or Contract in any manner prescribed by law or deemed to be in the best interest of BISD. BISD further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP. BISD also reserves the right to terminate the Contract

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

immediately, with written notice to Vendor, if BISD believes, in its sole discretion that it is in the best interest of BISD to do so. If federal funds are used by BISD under this Contract, BISD shall provide written notice of termination to Vendor if BISD terminates this Contract for any reason stated herein. Vendor agrees that BISD shall not be liable for damages in the event that BISD declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

5.4 Change Orders

Pursuant to TEX. EDUC. CODE § 44.0411(a) if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, BISD may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. BISD may grant general authority to an administrative official to approve the change orders. A Purchase Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

5.5 Entire Agreement

This Contract/RFP, including any attached and incorporated addenda, exhibits, attachments, and documents/forms Vendor's completed BISD Vendor Packet (including all certifications therein), and the portion(s) of Vendor's Proposal accepted by the District, contain the entire agreement of the parties relative to the purpose(s) of this Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) Vendor's completed Vendor Packet, except in the following circumstance: in the event of a conflict or inconsistency related to a matter of data privacy or data protection between or among any contract documents and/or applicable data privacy or data protection law, the Parties agree that the requirement that affords the most protection to BISD Data (as that term is defined in the DPA) will supersede and prevail; (2) the terms and conditions of this Contract; (3) addenda, exhibits, attachments, and documents/forms attached to this Contract; and (4) the portion(s) of Vendor's Proposal accepted by the District. This Agreement supersedes any conflicting terms and conditions on any Vendor purchase or work orders, invoices, checks, order acknowledgements, forms, contracts, terms of use, online/website/click-through source terms, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

5.6 No Assignment/No Third-Party Beneficiaries

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of BISD. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of BISD. Further, nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

5.7 Confidentiality/Record Requests

Vendor acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that Vendor has clearly marked as confidential and/or proprietary, the District will provide Vendor with the notices under the TPIA. Vendor acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Vendor waives any claim against and releases from liability BISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, BISD, and determined by BISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

5.8 Education Records

If Vendor will have access to student personally identifiable information or student education records, Vendor agrees that Vendor and its employees, agents, and/or representatives may receive access to student information for certain students of BISD, pursuant to this Agreement, this provision shall apply. Vendor must complete, in full, the Texas Student Privacy Alliance's Standard Student Data Privacy Agreement ("DPA"), incorporated by reference herein, provided at <https://www.tetl.org/cpages/texas-student-data-privacy-alliance>. Vendor shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. Vendor understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and Vendor agrees to abide by FERPA rules and regulations, as applicable. Pursuant to FERPA, Vendor must protect the confidentiality of BISD student records and shall not release any information without written consent from the BISD student's parent/guardian or eligible student unless required to do so by applicable law. Vendor further acknowledges that to the extent Vendor, including, but not limited to, Vendor's staff, employees, and/or representatives, receives confidential BISD student information during the performance of duties under this Agreement, Vendor is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. Vendor shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to abide by the DPA regarding the sharing of confidential student information, as required by applicable law. Vendor and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). Vendor shall immediately provide notice to BISD of any violation of the terms of this paragraph.

BISD or its designee shall have access to all education records and other documents in the possession of Vendor concerning students served by BISD for purposes of monitoring student progress, conducting evaluations, and making reports.

Vendor agrees that BISD's student data, including, but not limited to, documents and information concerning any individual student ("BISD student data"), is to be held in strictest confidence and assures that procedures are in place for safeguarding, monitoring, and protecting the confidentiality of BISD student data. Vendor shall keep all media containing BISD student data in a secure area. In addition, Vendor agrees that any data sets or output reports generated by its employees, agents, and/or representatives with BISD student data are confidential. Vendor shall not disclose to any unauthorized person any data sets or reports with BISD student data. Vendor agrees to monitor and be responsible for any access to BISD student data by tracking access through the use of password(s). Vendor shall provide BISD immediate notice of any security and/or data breaches and shall fully cooperate with all BISD requests in connection with BISD's notification to users of such security and/or data breaches as required by federal law or the laws of the state of Texas.

Upon termination of this Agreement or as otherwise requested by BISD in writing, Vendor shall transfer to BISD or its designee all BISD student data delivered to or collected by the Vendor during the course of this Agreement, in accordance with the requirements detailed in the DPA. Vendor shall be responsible for ensuring compliance with the obligations of this section by each of its employees, agents, representatives, and subcontractors providing services pursuant to this Agreement, including, but not limited to, informing those persons and entities of these obligations and exercising adequate supervision and oversight over said persons and entities to ensure their compliance. Vendor shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors.

5.9 Insurance

Vendor is required to provide BISD with copies of certificates of insurance, naming the District as an additional insured for Vendor's General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract. Certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to BISD prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to the District. Vendor shall give BISD a minimum of thirty (30) days' notice prior to any modifications or

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. For clarity, Vendor shall not be required to obtain or maintain Professional Errors & Omissions Liability nor shall Vendor be required to provide a Bid, Payment or Performance Bond.

Minimum Limits of Insurance

Vendor shall maintain limits no less than:

- 1. Commercial General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Including operations, contractual liability, and products liability in the combined single limit of not less than *one million* dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

- 2. Commercial Automobile Liability:** Combined single limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and Property damage, or in the event Vendor does not own automobiles, Vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy.

- 3. Workers' Compensation:** Covering all individuals who provide services pursuant to the Contract at the request of Vendor, at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Texas.

- 4. Employers' Liability:**

\$ 1,000,000.00	each accident,
\$ 1,000,000.00	policy limit bodily injury by disease,
\$ 1,000,000.00	each person bodily injury by disease.

If the Vendor maintains higher limits than the minimums shown above, BISD shall be entitled to coverage for the higher limits maintained by the Vendor. No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Vendor in accordance with requirements set forth in the Contract.

Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. BISD, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Vendor's insurance policy, or as a separate owner's policy.
2. Vendor's insurance coverage must be primary and non-contributory for all policies. For any claims related to the Services provided under this Contract, the Vendor's insurance coverage shall be primary insurance as respects BISD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

BISD, its officers, officials, employees, or volunteers shall be secondary to, in excess of, or supplemental to, the Vendor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to BISD.

Waiver of Subrogation

A waiver of subrogation must be granted in favor of BISD for all policies. Vendor hereby agrees to waive subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of BISD for all work performed by the Vendor, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-, VII unless otherwise expressly indicated as acceptable to BISD. Non-action or omission is not to be construed as indication of acceptance. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Vendor shall furnish BISD with endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by BISD, unless the insurance company will not use BISD's forms. All endorsements are to be received and approved by BISD no less than thirty (30) days before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to BISD's forms, the Vendor's insurer must provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Vendor shall require and verify that all subcontractors currently possess and continuously maintain insurance meeting all the requirements stated herein.

5.10 Tax Exempt

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

5.11 Tax Responsibilities of Vendor and Indemnification for Taxes

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

5.12 Prices

Except as expressly permitted herein, Vendor has no contractual right to increase prices during the Term of the Contract. No price increases will be accepted during the time of the submission of Vendor's Proposal and Contract award.

5.13 Force Majeure

Neither BISD nor Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies,

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

interruptions in third-party telecommunications or internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond BISD or Vendor's control.

BISD and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Party seeking relief under this provision.

The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance by either Party to this Contract caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. BISD and Vendor shall not have any claim for damages against one another resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, BISD shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of BISD's contractual, legal, or equitable rights.

5.14 New Products

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

5.15 Warranty Conditions

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of BISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the RFP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the RFP, or Purchase Order.

5.16 Safety

Vendor shall take all precautions necessary for the safety of and prevention of damage to BISD property and for the safety of and prevention of injury to persons, including BISD's employees and students, Vendor's employees, and third parties (including but not limited to guests, invitees, and the like), on BISD's property. All services and delivery of goods are performed entirely at Vendor's risk. Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by BISD or the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by BISD. Vendor shall indemnify and hold BISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.17 Record Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to BISD under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by BISD for a period of not less than three (3) years from the

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

date of completion of the service(s), receipt of product(s), the date of the receipt by BISD of Vendor's final invoice or claim for payment in connection with this Contract, or the date BISD makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

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

5.18 Right to Review, Audit, and Inspect

BISD or any federal agency that has awarded federal funds/grant(s) to BISD, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for BISD, and shall be open to inspection and subject to audit/review and/or reproduction by BISD, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- a) Vendor's compliance with this Contract and the requirements of the RFP.
- b) Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for BISD.
- c) Compliance with provisions for computing billings to BISD.
- d) Any other matter related to this Contract.

5.19 No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of BISD, is an independent contractor, and is not an employee, agent, joint venturer, or partner of BISD. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between BISD and Vendor or BISD and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of BISD, and BISD has no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that BISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.20 Equal Opportunity

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

5.21 No Substitution; Product Recall

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

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

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

5.22 Notice

Any notice provided under this Contract by either party to the other shall be in writing and may be effected by electronic message, hand-delivery, or by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the physical address provided in this Notice Section. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party in accordance with this Section.

To: Beaumont Independent School District – Purchasing Department
Attn: Angela Fontenot
Senior Buyer-Procurement
3395 Harrison Avenue
Beaumont, TX 77706
bids@bmtisd.com

To: [Insert Vendor Name]
Attn: [Insert name]
[Insert title]
[Insert Address]
[Insert email]

Notice shall be deemed to have been given to either party upon delivery (if hand-delivered) or upon the expiration of forty-eight (48) hours after mailing (if sent by certified mail, return receipt requested).

5.23 Security Breach Notification

If, pursuant to this Contract, Vendor has access to computerized data that contains "sensitive personal information" as defined by Tex. Bus. & Comm. Code § 521.002 or information the disclosure of which is regulated by law, this paragraph shall apply. Vendor agrees to promptly notify the District in the event of a breach of system security or any unauthorized acquisition, access, use, or disclosure of District data, including any data that is protected under federal or state law (collectively, a "Security Incident"). As required by the Texas Cyber Command Act, notification shall be made to the District's designated contact within forty-eight (48) hours of the Vendor becoming aware of such Security Incident, unless a shorter period is required by applicable law. Vendor shall cooperate fully with the District to investigate and respond to the Security Incident. This includes, but is not limited to, providing a detailed written description of the incident, the type of data affected, the number of individuals potentially impacted, steps taken to mitigate the breach, and plans for preventing a recurrence. Notification and response shall be conducted in a manner consistent with applicable laws and regulations, including but not limited to Texas Business and Commerce Code § 521.053, and Texas Department of Information Resources (DIR) Security Control Standards Catalog. Where applicable, Vendor shall also comply with guidance issued by DIR and the Texas Education Agency regarding breach response and data privacy. Vendor shall bear all costs associated with the investigation, notification, and remediation of any Security Incident caused in whole or in part by Vendor's acts or omissions, including the cost of required notices to affected individuals and regulatory agencies.

5.24 Intellectual Property/Work Product

Vendor represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Contract. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Vendor in the performance of its obligations under this Contract will be deemed works for hire and the exclusive property of the District and/or

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

the grant-awarding agency, as applicable. Vendor shall deliver all such materials to the District upon completion, termination, or cancellation of this Contract. Any programs, data, or other materials furnished by the District for use by Vendor in connection with the Services performed under this Contract will remain the District's property. Any pre-existing programs, data, or other materials furnished and owned by Vendor for use by Vendor in connection with the Services performed under this Contract will remain Vendor's property.

5.25 Subcontractors

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

5.26 Non-Appropriation

The Term of this Contract is a commitment of BISD's current revenue only. Notwithstanding anything to the contrary in this Contract, BISD is obligated to make payments only as approved each year by BISD's Board of Managers. BISD's Board of Managers retains the right to terminate the Contract at the expiration of each budget period of BISD.

To the extent that BISD will use grant funds to fulfill its obligations under this Contract, Vendor acknowledges that grant funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") and receipt of grant funding by BISD from the awarding agency. As such, if BISD does not receive sufficient grant funding for the services provided in this Contract, BISD may terminate this Contract without penalty and without further liability, obligation, or duty (monetary or otherwise) to Vendor, at any time upon written notice to Vendor.

5.27 Customer Support

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

5.28 Deliveries

5.28.1 All deliveries shall be to the site(s) specified on the PO, be freight prepaid, Free On Board (F.O.B.) Destination (Beaumont Independent School District), and pricing shall include all shipping, handling, freight, and/or delivery charges. The District has no facilities for off-loading deliveries. Unless specifically stated otherwise, all shipments MUST include "inside delivery." "Dock Side" deliveries and/or deliveries requiring buyer unloading, except as specifically stated on the PO or for deliveries to a BISD Warehouse, will be refused.

5.28.2 The obligation of Vendor to meet the delivery dates, specifications, and quantities set forth in the PO is of the essence of this PO. If, at any time, Vendor believes it may be unable to comply with the delivery or completion schedules, then Vendor must immediately notify the District's Purchasing Director in writing of the probable length of any anticipated delay and the reasons for it. In the event of such notification or of an actual failure by Vendor to comply with the delivery or completion schedules, the District may, in addition to all other remedies, require Vendor, at Vendor's expense, to ship the goods via airfreight or expedited routing to avoid or minimize delay.

5.28.3 All deliveries must be pre-scheduled with the Information Technology Office. When a delivery is to be made: (a) such delivery shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except on school holidays and (b) such delivery shall be made and goods shall be placed inside the building in the designated room(s) at no additional charge. THE DISTRICT CANNOT AND WILL NOT ACCEPT TAILGATE DELIVERY UNLESS SPECIFIED OTHERWISE ON THE PURCHASE ORDER.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

5.28.4 All unshipped items on this Purchase Order will automatically be cancelled ninety (90) days after date of order unless prior approval by District's Purchasing Director has been obtained. Shipments initiated after such date may not be accepted.

5.29 Shipments

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

5.30 Severability

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

5.31 Beaumont ISD Property

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

5.32 Billing and Payment/Invoices

Vendor is required to submit invoices via e-mail to BISD Accounts Payable Dept via e-mail to <mailto:invoices@bmtisd.com> or mailed to 3395 Harrison Ave Beaumont, TX 77706. Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Vendor shall submit invoices within a timely manner during BISD's fiscal year in which the good(s) and/or services are purchased. Upon request at any time by BISD, Vendor shall promptly provide any additional information needed by BISD for verification of charges.

The invoices shall include the following:

1. Date of invoice
2. Purchase Order and/or contract number
3. Dates of delivery or services provided
4. List and brief description of the deliverables (including quantity, unit price, and extended price) and/or services provided
5. Location of services or delivery
6. Contact information (Name of Vendor, complete mailing address, and telephone number)
7. Certification of service provided through a signature by company representative
8. Transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice.
9. Any other substantiating documentation or information specifically required by the PO

All inquiries concerning payment should be directed to: Accounts Payable, 409-617-5000 or (invoices@bmtisd.com). All inquiries concerning purchase orders should be directed to the Purchasing Department, 409-617-5000 or (purchasing@bmtisd.com).

Vendor is required to submit to BISD a completed BISD Vendor Packet, including IRS Form W-9 for the current tax year, Ch. 22 Criminal History Records Vendor Certification, Conflict of Interest Questionnaire, and other forms required by BISD before payment is rendered. Payment to Vendor shall be made only after Services are performed and not before. Advance payment to Vendor is strictly prohibited.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

In accordance with the Prompt Pay Act, Tex. Gov't Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date BISD receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date BISD receives an invoice for the goods or service.

Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from BISD not later than the tenth (10th) day after the date Vendor receives the payment from BISD. Vendor shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to Vendor's subcontractors and/or employees, if any.

Vendor certifies that no work has been performed before the Effective Date of this Contract. Invoices submitted by Vendor for work performed prior to the Effective Date of the Contract may not be honored by BISD, in the District's sole discretion. BISD may purchase services from the Vendor through BISD's Controller or other appropriately designated official, using BISD's purchase order process; this Contract shall govern all conditions and service terms between Vendor and BISD. In the event that Vendor's personnel begin work before Vendor receives a valid purchase order and/or the signing of this Contract, Vendor agrees that BISD is not liable for payment of such services rendered.

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

5.33 Title and Risk of Loss

Whenever BISD is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of BISD's acceptance of the product or payment of the applicable invoice.

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

5.34 Performance

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract.

5.35 Inspection and Acceptance of Service

BISD reserves the right to inspect the Services provided under this Contract at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Contract or the Procurement Document, BISD reserves the absolute right, in the District's sole discretion, to: (i) require Vendor to perform the Services again in conformity with such requirements, with no additional charge to BISD; (ii) to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor; or (iii) equitably reduce payment due Vendor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to BISD in this Contract or otherwise available by law.

5.36 Penalties

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

- (a) insist that Vendor honor the quoted price(s) specified in Vendor's proposal;
- (b) have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by BISD);
- (c) have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

- (d) recommend to BISD's Board of Managers that Vendor no longer be given the opportunity to submit a proposal to BISD and/or that this Contract be terminated.

5.37 Indemnification

The District shall not be required to indemnify and/or hold harmless Vendor and/or its agents and employees. **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY AND HOLD HARMLESS BEAUMONT ISD, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE NEGLIGENCE OF BEAUMONT ISD.**

Nothing in this Contract shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, to waive any immunity or defense to which BISD may be entitled, or to create an impermissible deficiency debt of BISD.

5.38 Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving BISD must be brought exclusively in the state and federal courts located in Jefferson County, Texas.

5.39 Compliance With Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the federal Uniform Guidance (2 C.F.R. Part 200); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to BISD, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with BISD if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to BISD at cost as part of the Purchase Order, unless the permits are provided by the District. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations, including but not limited to Tex. Health & Safety Code § 431.0815 and Tex. Educ. Code § 33.9011. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the District's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by BISD, Vendor shall furnish BISD with satisfactory proof of Vendor's compliance with this provision.

5.40 Workforce

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

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

5.41 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Contract shall be taken or held to be a waiver of any other term hereof or the breach thereof. No failure or delay by BISD in exercising any right or power accruing upon the non-compliance or failure of performance by Vendor under the provisions of this Contract shall be construed to be a waiver of such non-compliance or failure of performance or subsequent rights accruing to BISD. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION
PART 6.0 – SCOPE & SPECIFICATIONS

6.1 Specifications

Beaumont Independent School District (BISD) is soliciting proposals from qualified vendors for the Boardroom Technology Renovation Project. The scope of work includes the furnishing, installation, configuration, and testing of audiovisual and related technology equipment and systems.

Detailed specifications and the full scope of work are provided in Exhibit A-Technical Specifications and Scope of Work, are attached hereto and incorporated into this RFP by reference.

Vendor(s) shall provide all products and services in accordance with Exhibit A, the requirements of this RFP, and the Contract Terms and Conditions set forth in part 5.0.

6.2 Purchase Order Commencement

No services shall be provided or goods delivered until a **Purchase Order** has been issued by BISD. Any work performed under a Purchase Order before the Vendor's receipt of the written Purchase Order is at the Vendor's risk.

6.3 Purchase Order Issuance

BISD reserves the right not to issue a Purchase Order if in its best interest.

6.4 Project Budget and Estimated Duration

The estimated budget for this project is \$190,000.

The estimated duration for this project is ten weeks.

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

PART 7.0 - EXECUTION OF OFFER FORM

This form must be manually signed in ink by an authorized person in the space provided.

The undersigned vendor has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and Section 5.0, Agreement Terms and Conditions and certifies:

- 1) It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement.
- 2) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the vendor agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
- 3) All statements, information and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Vendor acknowledges that Beaumont ISD will rely on such statements, information and representations in selecting the successful vendor(s).
- 4) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 5) It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
- 6) Submission of a proposal indicates the vendor's acceptance of the evaluation technique and the vendor's recognition that some subjective judgments may be made by Beaumont ISD as part of the evaluation.
- 7) That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by Beaumont ISD if not otherwise noted in vendor's proposal.
- 8) The individual signing below has authority to enter into this execution of offer on behalf of vendor. Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by Beaumont ISD.
- 9) Vendor acknowledges that a solicitation/proposal does not become a contract unless and until it is accepted by Beaumont ISD after all necessary approvals, including any required approval by the Beaumont ISD Board of Managers ("Board award"). A contract is formed when an authorized Beaumont ISD representative(s) signs this Execution of Offer form. By submitting this Execution of Offer Form, Vendor acknowledges and agrees to be bound by the procurement solicitation issued by Beaumont ISD and Vendor's proposal submitted in response to Beaumont ISD's procurement solicitation, and the attached and incorporated addendum, or exhibits, and/or forms, including Beaumont ISD's Vendor Packet/bid attributes (including all certifications therein).
- 10) The Agreement is subject to purchase/work orders duly authorized and executed by Beaumont ISD.

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

Agreed to by Proposer/Vendor: _____

Date: _____ By: _____
(Signature)

Printed Name: _____

Title: _____

Agreed to by District: Beaumont Independent School District

Date: _____ By: _____
(Signature)

Printed Name: _____

Title: _____

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION
PART 8.0 – ATTACHMENTS**

ATTACHMENT A: PROPOSAL FORM

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

SUBMITTED BY: _____

Address: _____

Phone No.: _____ Email: _____

Signature: _____ Date: _____

PRICING: Vendors shall provide a firm, fixed-price proposal for the complete Boardroom Technology Renovation Project in accordance with the specifications and scope of work outlined in Exhibit A – Technical Specifications and Scope of Work.

Pricing shall include all equipment, materials, labor, installation, programming, configuration, testing, training, delivery, and any other costs necessary to provide a complete and fully operational system.

TOTAL LUMP-SUM PROPOSAL PRICE \$_____

The total lump-sum proposal price shall include all costs associated with completing the project as specified in Exhibit A.

Any proposed deviations, exclusions, or optional items must be clearly identified separately and shall not be included in the base proposal price unless expressly required by the specifications.

Vendors shall also provide an itemized equipment list identifying proposed manufacturers, model numbers, quantities, and associated pricing.

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

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

ATTACHMENT B – BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT

Company Name: _____

Contact Person: _____

Phone: _____ Email: _____

Company Qualifications

1. How many years has your company provided commercial audio-visual equipment and installation services? _____

2. Has your company completed audio-visual projects for school districts, governmental entities, or similar organizations?

☐ Yes ☐ No

3. Does your company employ technicians certified or trained to install and configure the proposed equipment?

☐ Yes ☐ No

If yes, identify relevant certifications or manufacturer training: _____

4. Will any portion of this project be subcontracted?

☐ Yes ☐ No

If yes, identify the work to be subcontracted: _____

5. Has your company had a contract terminated for default within the past five years?

☐ Yes ☐ No

If yes, provide an explanation.

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

Relevant Experience and References

Provide three references for similar audio-visual projects completed within the past five years. Public-sector references are preferred but not required.

Information	Reference 1	Reference 2	Reference 3
Organization			
Project description			
Completion date			
Contact name			
Phone/email			

Previous BISD Experience

Has your company previously provided equipment or services to Beaumont ISD?

☐ Yes ☐ No

If yes, briefly describe the services and dates: _____

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

Proposed Equipment & Specification Compliance

Offerors shall review Exhibit A – Specifications and complete the following.

1. Equipment Compliance Requirement

Response

Proposed equipment meets all specifications in Exhibit A	☐ Yes ☐ No
All equipment will be new and unused	☐ Yes ☐ No
All required accessories, cables, and components are included	☐ Yes ☐ No
All necessary software, programming, and configuration are included	☐ Yes ☐ No
Proposed equipment includes manufacturer warranties	☐ Yes ☐ No
The proposed solution will provide a fully operational AV system	☐ Yes ☐ No

2. Proposed Equipment

Attach an itemized equipment list identifying the manufacturer, model number, quantity, and technical specifications for each major component.

3. Exceptions or Substitutions

Does your proposal include any substitutions, exceptions, or deviations from Exhibit A?

☐ Yes ☐ No

If yes, provide a detailed explanation identifying the affected specification and proposed alternative.

4. System Functionality

Briefly explain how your proposed system will meet the District's needs for Board meetings, presentations, audio, video, and ease of operation.

Project Implementation & Timeline

Company Name: _____

1. Project Schedule

Provide the estimated number of calendar days required to complete each phase after receipt of a purchase order.

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

Project phase	Estimated calendar days
Equipment delivery	
Installation and configuration	
Testing and commissioning	
Staff training	
Total project completion	

2. Project Personnel

Identify the individuals who will oversee installation and implementation.

Name/title	Project responsibility

2. Installation Plan

Briefly describe your approach to installation, configuration, and testing, including how you will minimize disruption to District operations.

3. Training

Will your company provide training to BISD personnel on the operation of the system?

☐ Yes ☐ No

If yes, describe the training and documentation included.

Warranty, Maintenance & Technical Support

1. Warranty Information

Question	Offeror response
Manufacturer equipment warranty period	

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

Installation/workmanship warranty period	
Are warranty repairs included at no additional cost?	☐ Yes ☐ No
Is on-site warranty service available?	☐ Yes ☐ No

2. Technical Support

1. Does your company provide technical support following installation?

☐ Yes ☐ No

2. What is your standard response time for service requests? _____

3. Is remote technical support available?

☐ Yes ☐ No

4. Is on-site technical support available?

☐ Yes ☐ No

4. Are there additional costs for ongoing technical support?

☐ Yes ☐ No

If yes, provide details: _____

3. Ongoing Maintenance

Describe any recommended maintenance, software updates, subscriptions, or licensing necessary to maintain the proposed system.

**REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION**

Detailed Pricing Schedule

Offerors shall provide firm, all-inclusive pricing for a complete and fully operational audio-visual system in accordance with Exhibit A.

Description	Proposed price
Audio-visual equipment and accessories	\$
Installation and labor	\$
Programming and configuration	\$
Testing and commissioning	\$
Training and documentation	\$
Delivery, freight, and miscellaneous costs	\$
Total Proposed Project Cost	\$

Additional Pricing Information

1. Are there any recurring costs associated with the proposed system?

☐ Yes ☐ No

If yes, identify the service, frequency, and cost.

2. Are any additional products or services recommended but not included in the total proposal price?

☐ Yes ☐ No

If yes, provide a description and separate pricing.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 27.01 – BOARDROOM TECHNOLOGY RENOVATION

EXHIBIT A: Technical Specifications and Scope of Work

See separate Exhibit A- Specifications and Scope Work, posted online with this solicitation.

Vendor Packet

All new vendors doing business with Beaumont Independent School District must complete and submit a New Vendor Packet that consists of the following documents:

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

Please note that when completing the Conflict of Interest Questionnaire and no conflict exists, Beaumont ISD still needs the vendors to complete Box 1, type "N/A" on Box 3, sign and date it.

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

Notice to Prospective Vendors:

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

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

E-mail: invoices@bmtisd.com

5. In accordance with the Prompt Pay Act, Tex. Gov't Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date BISD receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date BISD receives an invoice for the goods or service.
6. Terms and conditions for all BISD purchases can be found at www.bmtisd.com.

Vendor Information

Business Name: _____

DBA: _____

Website: _____

Phone: _____

Address: _____

Type of Products/Services Provided: _____

Contact Information:

Name: _____

Title: _____

Email Address: _____

Phone: _____

Remit Information: (Please select option)

☐ Check ☐ ACH (form attached)

Check Payable To: _____

Address: _____

Phone: _____

Email address where purchase orders are to be sent: _____

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

Cooperative Name(s): _____

Cooperative Contract #s: _____

Expiration Date(s): _____

Will the Vendor/Vendor's employees potentially have direct contact with students? ____ Yes ____ No

If yes, Independent Contractor Agreement & Criminal History
Certification (fingerprinting) may be required.

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

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

Is the Vendor HUB certified? ____ Yes ____ No



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

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

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

Accounts Payable Electronic Fund Transfer Agreement (EFT)

(PAYMENT BY ACH)

Section 1- Vendor Information

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

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

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

Section 3 – Authorization

I authorize Beaumont ISD to credit my account with the depository named above. If the district erroneously deposits funds into my account, upon notification by the district, I will authorize the necessary debit entries to correct the error, provided they do not exceed the amount deposited in error.

This authorization will remain in effect until the district has received written notification from me that it is to be terminated.

Printed Name:	Date:
Signature:	

BISD Business and Finance Office Purposes Only:

Vendor Verification ☐ Yes ☐ No	Date: _____	Initials: _____
Associate Name: _____		
ACH Testing ☐ Pass ☐ Fail	Date: _____	Initials: _____
Entered: _____	Date: _____	Initials: _____
Confirmed: _____	Date: _____	Initials: _____

BISD CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

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

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

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

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

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

Desmond Bridges, Sr.	Arthur Louis, Jr.
Darrian Graves	Daniel Parker
Elias Ibarra	Jeff Wheeler
Laurie Leister	Sandi Massey, Superintendent

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

Assistant Superintendents, Chief Financial Officer, Controller, Procurement Director, Purchasing Department Staff

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

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	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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.

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
PROPOSER/VENDOR CERTIFICATION FORMS**

CERTIFICATION REGARDING NO DIVERSITY, EQUITY, AND INCLUSION DUTIES

For purposes of this certification, “diversity, equity, and inclusion duties” means (1) influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws; (2) promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity; (3) developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation except: (A) for the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with school districts; or (B) as necessary to comply with state or federal law; and (4) compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement or giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement.” TEX. EDUC. CODE § 11.005(a). In accordance with Texas Education Code § 11.005, Vendor hereby certifies that it does not and will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor acknowledges that if Vendor engages in DEI duties, the Vendor’s Agreement with the District is subject to termination; any appeal of any termination shall be governed by District Policy GF (Local).

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING VENDOR’S CONFLICT OF INTEREST

For purposes of this certification, “Vendor” means “a company, individual, contractor, subcontractor, or professional services provider with whom a school district enters into an agreement, contract, memorandum of understanding, interlocal agreement, fee schedule, retainer, or similar instrument for goods or services.” TEX. EDUC. CODE § 11.067(a). Vendor acknowledges that it commits a criminal offense if Vendor bids on or receives a contract from the District if any individual serving on the District’s Board of Trustees (1) has a substantial interest in the Vendor or a subcontractor hired by the Vendor (meaning the trustee owns more than 10% of the voting interest in the Vendor or has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 10% of the profits, proceeds, or capital gains of the Vendor); (2) is related in the second degree by consanguinity or affinity to an individual who has a substantial interest in the Vendor; or (3) has received or has been promised a gift or in-kind services with a value of more than \$250.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

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

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

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

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by BISD; or (b) this Agreement results in the expenditure of at least \$1

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

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

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

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

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

_____ Initials of Authorized Representative of Vendor, if applicable

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

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

_____ Initials of Authorized Representative of Vendor, if applicable

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$350,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

Pursuant to Federal Rule (B) above, when federal funds are expended by BISD, BISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or BISD. BISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if BISD believes, in its sole discretion that it is in the best interest of BISD to do so. If BISD terminates the contract for any reason, written notice of termination will be provided to vendor. The vendor will be compensated for work performed and accepted and goods accepted by BISD as of the termination date if the contract is terminated for convenience of BISD. Any award under this procurement process is not exclusive and BISD reserves the right to purchase goods and services from other vendors when it is in the best interest of BISD.

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

(C) Equal Employment Opportunity. In accordance with Executive Order 14173, Vendor's compliance with all applicable federal anti-discrimination laws is material to receiving payment from the District. See 31 U.S.C § 3729(b)(4) of Title 31. Vendor must not operate any programs or enforce any policies promoting Diversity, Equity, or Inclusion that violate any applicable Federal anti-discrimination laws or that are discriminatory on the basis of giving preferential treatment to certain protected classes, including sex, race, or national origin. Vendor agrees to conduct merit-based employment practices. Vendor certifies that it complies with all administration Executive Orders and does not include any activities that promote DEI activities.

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

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

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

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

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

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

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

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

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

Pursuant to Federal Rule (F) above, when federal funds are expended by BISD, the vendor certifies that during

the term of an award for all contracts by BISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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

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

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made

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

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

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

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

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

(K) Consideration of Small, Minority, And Women’s Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by BISD, Vendor must ensure that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor’s list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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

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

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

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

BISD, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities,

physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTICE FORM**

FELONY CONVICTION NOTIFICATION

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

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

Subsection (c) states “this section does not apply to a publicly held corporation”.

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

Contractor's Name/Company Name: _____

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

You must select one and sign below:

- ☐ Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- ☐ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- ☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Conviction(s): _____

(Attach additional pages if necessary.)

Signature of Company Official: _____

Date: _____

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

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

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Signature: _____

Printed Name: _____

Title: _____ Date Signed: _____

CONFIDENTIALITY DECLARATION FORM

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

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

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

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

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

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

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

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

Vendor Name

Printed Name of Authorized Officer/ Representative of Vendor

Title

Signature

Date

The following certifications are required for all Vendors who are Service Providers

**TEX. EDUC. CODE CH. 22A CERTIFICATION REGARDING REQUIREMENT TO
REPORT MISCONDUCT AND PROHIBITION OF INDIVIDUALS LISTED ON REGISTRY**

Vendor hereby certifies that pursuant to Texas Education Code Section 22A.052, no employee or subcontractor of Vendor who has or will have direct contact with students has engaged in or will engage in, with a student or minor, any of the following misconduct: abuse; commission of an unlawful act; involvement or solicitation of a romantic relationship; solicitation or engaging in sexual contact with a student or minor; inappropriate communications; failure to maintain appropriate boundaries. Vendor acknowledges that if Vendor becomes aware of any evidence of misconduct by an employee or subcontractor, Vendor agrees to immediately report such to a District official and to cooperate with the investigation of the alleged misconduct by the District, TEA/SBEC, and/or law enforcement.

Vendor further certifies that pursuant to Texas Education Code Section 22A.151, no person who is listed on TEA's registry of persons not eligible for provision of services to educational entities may act as a service provider for the District and agrees not to employ, as an employee, contractor, or subcontractor, any person to act as a service provider for the District who is listed on the registry.

_____ Initials of Authorized Representative of Vendor

TEX. EDUC. CODE CH. 22A PRE-SERVICE AFFIDAVIT

Pursuant to Texas Education Code Section 22A.055, any person who will act as a service provider for the District, using the form adopted by TEA, must consent for release of the person's employment records and a pre-service affidavit with specified disclosures. If Vendor is awarded a Contract, Vendor shall ensure that each employee and subcontractor providing services to the District completes the pre-service affidavit, available at: <https://tea.texas.gov/texas-educators/investigations/pre-employment-affidavit-for-educators>. If a determination is made that a person providing services failed to disclose information required to be disclosed under Section 22A.055, the person against whom the determination is made shall not be permitted to act as a service provider for the District and is grounds for termination of Vendor's Agreement with the District.

_____ Initials of Authorized Representative of Vendor

TEX. EDUC. CODE CH. 22 NATIONAL CRIMINAL HISTORY RECORD INFORMATION CERTIFICATION

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to BISD; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

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

- (1) Contractor/Subcontractor: The only Contractors/Subcontractors who will be granted access to obtain criminal history record information are those "qualified school contractors" that (1) contract or subcontract to provide services to BISD; and (2) are determined eligible by the Texas Department of Public Safety (DPS) to obtain criminal history record information under the National Child Protection Act of 1993 (34 U.S.C. § 40101 *et seq.*) (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas, for an employee, applicant for employment, or volunteer of the "qualified school contractor." All "qualified school contractors" are required to obtain their covered employees' criminal histories, certify compliance to BISD, and obtain similar certifications from their subcontractors. Before or immediately after employing or securing the services of a person who is a "covered employee" (as defined below) the Contractor/Subcontractor shall send or ensure that the employee sends to DPS all information that is required by

DPS for obtaining the person's national criminal history record information, which may include (but is not limited to) a complete set of the person's fingerprints and a recent electronic digital image photograph of the person, as required by DPS. DPS shall obtain the person's national criminal history record information ("CHRI") and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. For more information or to set up an account, Contractor/Subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474. Contractor/Subcontractor shall obtain all CHRI that relates to all covered employees through the criminal history clearinghouse as provided by Texas Government Code 411.0845. In addition, Contractor/Subcontractor shall require that each of its subcontracting entities obtains all criminal history record information that relates to its covered employees, if the subcontracting entity is also a "qualified school contractor." Contractor/Subcontractor shall: (1) provide BISD with a fitness determination (as set forth below) as to each covered employee, based on all criminal history record information obtained; and (2) certify to BISD that Contractor/Subcontractor has received all CHRI relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor.

- (2) **BISD:** All Contractors/Subcontractors who are not "qualified school contractors" are required to follow the instructions listed below, so that BISD may obtain their covered employees' CHRI, as applicable. Contractor/Subcontractor shall also require that any of its subcontracting entities that are not "qualified school contractors" follow the instructions listed below, so that BISD may obtain their covered employees' CHRI. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should BISD pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse BISD for such costs; in the event Contractor fails to reimburse BISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that BISD may deduct such costs from any payment due and owing by BISD to Contractor.**

Definitions:

- **Covered employees:** Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. BISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
- **Continuing duties related to contracted services:** Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 Tex. Admin. Code §153.1101(2).
- **Direct contact with students:** The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 Tex. Admin. Code § 153.1101(7).
- **Public Works Contractor:** An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.
- **Exception for Certain Public Works Contractors' Employees and Applicants:** The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.
- **Disqualifying criminal history:** (1) a conviction or other criminal history information designated by BISD; or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22A.157, that is: if a person has been (a) convicted or placed on deferred adjudication community supervision for an offense requiring registration as a sex offender; the sale, distribution, or display of harmful

material to a minor; improper relationship between educator and student; a felony offense of public indecency; a felony offense of public indecency; a felony offense involving school property; or an equivalent crime in another state; or (b) convicted of a Title 5 felony or an equivalent crime in another state.

- Types of Criminal History Record Information: National criminal history record information (“CHRI”) from the Texas Department of Public Safety criminal history clearinghouse. BISD and/or Contractor/Subcontractor may obtain from any law enforcement or criminal justice agency all CHRI that relates to a covered employee.
-

On behalf of _____ (“Contractor/Subcontractor”), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Beaumont Independent School District (“BISD”) (and, in the case of a Subcontractor, certify to Contractor and BISD) that **[check one]**:

☐ **OPTION A: Vendor/Subcontractor certifies that none of the employees of Vendor/Subcontractor are covered employees, as defined above.** For each covered employee who is employed by or under a current offer of employment by Vendor/Subcontract, Vendor/Subcontractor certifies to BISD that it will timely complete the “Vendor Criminal History Background Check Certification” form and submit such to BISD. If this box is checked, I further certify that Vendor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor/Subcontractor will ensure that these precautions or conditions continue to exist throughout the time that the contracted services are provided. If BISD, in its sole discretion, determines that employees of Vendor/ Subcontractor are *covered employees*, as defined above, Vendor/ Subcontractor will provide BISD with the name, date of birth, and any other requested information of such covered employees so that BISD may obtain CHRI on the covered employees, upon request by BISD.

☐ **OPTION B: Vendor/Subcontractor certifies that some or all of the employees of Vendor/Subcontractor are covered employees, but the criminal history record information requirements do not apply to its employees or applicants for employment because:**

- (1) Vendor/Subcontractor is a public works contractor (an entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district); **and**
- (2) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; the employee’s duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; **or** for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Vendor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor’s employees from interacting with students or entering areas used by students.

If Option B is selected, Vendor/Subcontractor further certifies to BISD that:

- (a) Vendor/Subcontractor shall ensure that the conditions or precautions that resulted in the determination that the criminal history record information requirements do not apply to its employees or applicants for employment continue to exist throughout the time that the contracted services are provided;
- (b) For each covered employee who is employed by or under a current offer of employment by Vendor/Subcontractor, Vendor/Subcontractor will timely complete the “Vendor Criminal History Background Check Certification” form and submit such to BISD; **and**
- (c) If BISD, in its sole discretion, determines that the conditions in paragraph (1) and/or (2) above are not satisfied as to Vendor/ Subcontractor, Vendor/ Subcontractor will provide BISD with the name, date of birth, and any other requested information of its covered employees so that BISD may obtain CHRI on the covered employees, upon request by BISD.

☐ **OPTION C: Vendor/Subcontractor certifies that some or all of the employees of Vendor/Subcontractor are covered employees, and Vendor/Subcontractor is a “qualified school contractor.”** For each covered employee who is employed by or under a current offer of employment by Vendor/ Subcontractor, Vendor/ Subcontractor certifies to BISD that it will timely complete the “Vendor Criminal History Background Check Certification” form and submit such to BISD. If this option is selected, I further certify that:

- (1) Vendor/ Subcontractor certifies to BISD that Vendor/ Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Vendor/ Subcontractor. Vendor/Subcontractor provides BISD with the following fitness determination as to each covered employee, based on all CHRI obtained: None of the covered employees has a disqualifying criminal history;
- (2) If Vendor/ Subcontractor at any time receives information that a covered employee subsequently has a reported disqualifying criminal history, Vendor/ Subcontractor will immediately remove the covered employee from contract duties and notify BISD in writing within 3 business days; **and**
- (3) Upon request by BISD, Vendor/ Subcontractor will provide BISD with the name, date of birth, and any other requested information of covered employees so that BISD may obtain CHRI on the covered employees.



OPTION D: Vendor/Subcontractor certifies that some or all of the employees of Vendor/Subcontractor are covered employees, and Vendor/Subcontractor is not a “qualified school contractor.” If this option is selected, I further certify that:

- (1) **For each covered employee who is employed by or under a current offer of employment by Vendor/Subcontractor, Vendor/Subcontractor certifies to BISD that will timely complete the “Vendor Criminal History Background Check Certification” form and submit such to BISD,** providing the following information regarding each covered employee as required by DPS in order to provide CHRI, so that BISD may obtain the covered employees’ CHRI: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) number assigned to any form of unexpired identification card issued by Texas or another state, D.C., or a U.S. territory that includes the person’s photograph; (e) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (f) the person’s written consent to the release of his or her criminal history record information;
- (2) Vendor/ Subcontractor shall provide BISD’s “Texas Fingerprint Service Code Form” document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Vendor/ Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person’s fingerprints and a recent electronic digital image photograph of the person. Any covered employee whose CHRI is not received by BISD at least ten (10) BISD business days prior to the start of the services to be performed by Vendor/ Subcontractor at BISD is subject to exclusion from service, in BISD’s sole discretion, until his or her CHRI can be obtained and reviewed by BISD. **Vendor/Subcontractor is responsible for the payment of all fingerprinting costs.** Because Vendor/ Subcontractor is not a “qualified school contractor,” it will not be permitted to view the CHRI obtained by BISD;
- (3) DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Vendor/ Subcontractor agrees that BISD will obtain all CHRI that relates to a covered employee through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Vendor/ Subcontractor agrees that BISD will review each covered employee’s CHRI, to determine, in BISD’s sole discretion, whether any covered employee(s) should be prohibited from serving at BISD. BISD will notify Vendor/ Subcontractor of its determination; **and**
- (4) If BISD at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at BISD, in BISD’s sole discretion, BISD will notify Vendor/ Subcontractor of its determination. Vendor/ Subcontractor will immediately remove the covered employee from contract duties.

Upon contract award and/or initiation of PO/contract from BISD, the Vendor shall complete BISD’s “Contractor Criminal History Background Check Certification” form, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that

BISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (e) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (f) the person's written consent to the release of his or her criminal history record information. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with BISD, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at BISD, Contractor shall immediately notify BISD and provide BISD with all of the information listed in the preceding paragraph as to each additional covered employee, so that BISD may obtain the additional covered employees' CHRI. If, during the term of the contract with BISD, Contractor/Subcontractor ceases to employ a covered employee in connection with an BISD contract, whose information was previously provided to BISD, Contractor/Subcontractor shall immediately notify BISD of the same and provide BISD with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; and (d) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that BISD may unsubscribe from that individual's criminal history record.

If BISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's CHRI and/or insufficient qualifications, lack of experience, and the like, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at BISD.

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

Signature

Title

Date

EXHIBIT C

BEAUMONT ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

BISD is required to comply with HB 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of BISD that (1) requires an action or vote by the BISD Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov't Code Chapter 305. If applicable, the business entity must submit a Disclosure of Interested Parties (Form 1295) to BISD at the time business entity submits the signed contract. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

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

As a “business entity,” vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “Beaumont Independent School District”
 - In Section 3, insert the BISD RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your proposal in the Response Attachment section of the BISD eBid System.**

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

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

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.

Beaumont Independent School District

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

BISD RFP# < insert RFP number >

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

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY