



REQUEST FOR PROPOSAL (RFP) #24-001

for

SECURITY FENCING

CORSICANA INDEPENDENT SCHOOL DISTRICT

2200 W 4th Ave.

CORSICANA, TEXAS 75110

Issue Date: January 31st, 2024

Proposal Submission to:

**Corsicana ISD
Attention: Scott Stephens
Chief of Police
2200 W 4th Ave.
Corsicana, TX 75110**

Deadline for Proposals and Technical Assistance: Wednesday, 12:00 noon, February 14th, 2024

**REQUEST FOR PROPOSALS (RFP)
FOR
SECURITY FENCING & ACCESS CONTROL GATES**

BACKGROUND INFORMATION

Corsicana Independent School District herein referred to as 'the District' is a tax-exempt educational organization which is located in Corsicana, Texas. The District has approximately 6,000 students and 900 employees which operate one early childhood center, five elementary schools, one intermediate school, one middle schools, one disciplinary alternative education program and a high school. The school's board is composed of seven active members. The board membership is composed of community representatives with a variety of backgrounds. The District is responsible for the planning, evaluation and oversight of educational programs in this area. In addition to receiving monies from the collection of taxes, the District obtains funding from the Texas Education Agency (TEA), the Department of Education (DOE), and the Department of Agriculture.

PURPOSE

Using the Request for Proposals (RFP) method of procurement, Corsicana Independent School District (the District) is soliciting proposals from qualified vendors to provide for the delivery and installation of additional fencing and repair of some existing fencing around designated areas of each campus throughout the district. Any and all materials used during this project must be of equal or better quality than stated in the specifications.

GENERAL INFORMATION

RFP Requestor: Corsicana ISD
Contact Person: Scott Stephens, Chief of Police
Issue Date: January 31, 2024
Deadline for Proposals & Technical Assistance: Wednesday, 12:00 noon, February 14th, 2024

Submission of Proposals: An ORIGINAL signed proposal and one (1) copy of original and one (1) copy of original proposal on a thumb drive.

All proposals shall be delivered or mailed to:

Attention:
Corsicana ISD Administration Bldg.
RFP #24-001 Security Fencing
2200 W 4th Ave.
Corsicana TX, 75110

When submitting a proposal, it is required that proposers have the necessary professional experience, prior training and applicable professional judgment to perform the activities proposed to supply the services requested by this RFP.

Proposals received will become part of the District's official files without further obligation to the proposer.

The District reserves the right to:

- accept or reject any and all proposers,
- request additional information from proposers,
- extend the deadline for submission,
- reissue the Request for Proposals,
- waive any defect, irregularity, for informality in any proposal or bidding procedure,
- retain negotiation right to clarify, or verify any aspect of a submitted proposal in response to the RFP,
- negotiate a resulting contract with one or more of the qualified proposers responding to this RFP,
- require the submission of any price, technical, or other revision to the proposal which results from negotiations conducted.

The District is under no legal obligation to execute a contract resulting from this RFP and intends the materials provided herein only as a means of identifying and considering various contractor alternatives and the general cost of services derived.

The District reserves the right to vary the provisions set forth herein any time prior to the execution of a contract. This RFP does not commit the District to pay for any costs incurred prior to the execution of the contract.

The District reserves the right to negotiate the final terms of any all contracts with successful proposers. Items that may be negotiated include, but are not limited to, type and scope of activities, implementation schedule, and cost. Contracts negotiated as a result of this RFP may be extended, modified, or de-obligated in the manner set forth in the contract in order to attain the objectives of the District. CISD reserves the right to rescind the contract at the end of the fiscal year pending the availability of funds.

CISD reserves the right to purchase more or less than the estimated quantities on a unit basis at the unit proposal price unless otherwise specified by the vendor in the proposal.

For consideration, proposals must be submitted according to format requirements.

Vendors certify that:

1. Continuing non-performance of the proposer in terms of specifications shall be a basis for the termination of the contract by the school district. Cancellation by CISD may be made upon (30) days written notice to the successful vendor. CISD shall not pay for services, work, supplies, or equipment which are unsatisfactory. Vendors shall be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
2. All Labor Rates must be guaranteed through completion of the contract. Please note any exceptions.
3. the proposal award shall be based on the following factors:
 - 55%** The monetary proposal amount
 - 15%** Answers to the questionnaire
 - 15%** Past experience of the District with the vendor
 - 15%** Overall experience of the vendor with similar size customers.
4. Specifications as written meet the districts admissible specified requirements. Specifications received from vendors that are different from the original requirements must meet or exceed original proposal specifications to be considered as equivalent.
5. It is understood and agreed the school district reserves the right to modify conditions and specifications by mutual agreement with the selected vendor both at the time of acceptance of this proposal offer as modified, and subsequent thereto by more or less than 25% of the total value of award.
6. All contracts, agreements, and lease purchases between a vendor and CISD shall strictly adhere to the statutes as set forth in the Texas school law bulletin and the Texas uniform commercial code.
7. Proposers are invited to be present at the opening of this proposal on the date and hour specified.
8. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran statute, or handicapping condition.
9. All contracts and agreements between vendors and CISD shall strictly adhere to applicable laws.

PROCUREMENT SPECIFICATIONS

1. **Contract Summary:**

The approved contractor will provide for the delivery and installation of chain link fencing, access control personnel gates, and access control vehicle gates at designated District facilities. The district is seeking a **turnkey solution** to its security fencing needs.

Contractor will be responsible for **all aspects** of the project which will involve the repair, installation, or removal of fencing, required electrical, and the installation of access controls with a product which is compatible with or equivalent to the district's existing ISONAS IP system. The district will assist with integration.

2. **Scope of Work requested:**

Scope Narrative:

CISD is building an exterior secure area on six (6) of its campuses. These campuses are Navarro Elementary, Sam Houston Elementary, Carroll Elementary, Bowie Elementary, Fannin Elementary and Collins Intermediate School. Definition below:

Definition of Exterior Secured Area

An exterior secured area is an area fully enclosed by a fence and/or wall that:

1. If enclosed by a fence or wall, utilizes a fence or wall at least 6 feet high with design features that prevent it from being easily scalable, such as stone, wrought iron, chain link with slats or windscreen, or chain link topped with an anti-scaling device, or utilizes a fence or wall at least 8 feet high;
2. Is well maintained; and
3. If gated, it features locked gates with emergency egress hardware and has features to prevent opening from the exterior without a key or combination mechanism

1) Navarro Elementary 601 S 45th St. – Install 238’ of new 6’ 9ga chain-link to connect to existing fence. 3 corner post and 1 walkthrough emergency egress gate.

(Repair existing 555’ 6’ chain-link)

(Add 2 walkthrough emergency egress gates to existing chain-link fence.)

(Removal of 238’ old chain-link fence)

2) Sam Houston Elementary 1213 W 4th Ave. – Install 425’ of new 6’ 9ga chain-link fence with 3 walkthrough emergency egress gates and 1 set of double gates.

(Removal of 425’ old chain-link fence)

3) Carroll Elementary 1101 E 13th Ave. – Install 75’ of new 6’ 9ga chain-link fence with 4 corner post, 1 set of double gates and 2 walkthrough emergency egress gates.

(Repair 1175’ 6’ existing chain-link fence.)

(Add 5 walkthrough emergency egress gates and repair 1 set of double gates to existing chain-link fence.)

(Removal of 50’ old chain-link fence)

- 4) **Bowie Elementary 1800 Bowie Drive** – Install 990’ of new 6’ 9 ga chain-link with 11 corner post, 6 single walkthrough emergency egress gates and 1 set of double gates.
(Add 1 walkthrough emergency egress gates to existing chain-link fence.)
(Removal of 990’ old chain-link fence)
- 5) **Fannin Elementary 3201 N Beaton St.** – Install 1210’ of new 6’ 9ga chain-link with 18 corner post, 6 single walkthrough emergency egress gates and 2 sets of double gates.
(Removal of 538’ old chain-link fence and 220’ of old wooden fence)
- 6) **Collins Intermediate School 1500 Dobbins Rd.** – Repair 420’ of 6’ existing chain-link fence.
(Add 2 walkthrough emergency egress gates.)

Special Notes:

Contractor will provide submittals and materials lists for approval to designated District staff. All construction activities will be coordinated with the District's Chief of Police and/or designated staff.

Linear dimensions for fencing provided are estimates only. It will be incumbent upon the contractor to conduct site authorized visits to field verify any measurements.

All chain link must have a coating thickness equivalent to or greater than (G90) or 0.9 oz galvanized as per ASTM 653. A quote for black coated chain link mesh, poles, rails and accessories should also be quoted separately on all NEW fencing. All chain link fencing to be installed will be done so with twisted barb on top and above the top rail;

Contractor will be required to back fill to grade any holes created due to post removal;

The district is seeking a turn key solution to its security fencing needs. Contactor will be responsible for all aspects of the project which will involve the repair, installation, or removal of fencing.

Proposed fencing must conform to 19 Texas Administrative Code (TAC) Chapter 61, School Districts, Subchapter CC, Commissioner's Rules Concerning School Facilities, Sub-Section 61.1031, School Safety Requirements;

Contractor will be responsible for calling 811 prior to digging and ensuring no obstacles or underground utilities are hit;

If any utilities or district infrastructure are damaged, contractor will be financially responsible to make remedy within a timely manner.

PROPOSAL FORMAT AND PREPARATION

Each proposer must submit one (1) ORIGINAL and one (1) copy of their proposal (for a total of two (2)). One of the copies must be marked "ORIGINAL" and contain original signatures.

Proposal packages should be organized in the manner specified below:

Proposals should be prepared in a concise manner. Clarity of content and completeness are essential. All proposals must be typed and completed on 8 ½ x 11 paper.

Use the Certification by Proposer form (Attachment A) of this RFP as the cover sheet.

Each proposal must include a written narrative which reflects the proposers' planned schedule or Statement of Work response (Attachment B) of this RFP.

GRIEVANCE AND PROTEST PROCEDURES

The District will notify each proposer of the final selection. If a proposer wants to submit an inquiry or protest the award process, a letter regarding the matter should be forwarded to CISD within five (5) working days after notification of the contract award. The letter should be mailed to the attention of Scott Stephens, 2200 W 4th Ave., Corsicana, TX 75110.

ATTACHMENTS TO BE COMPLETED AND RETURNED WITH EACH PROPOSAL

Important Note: Please submit the Original and one (1) copies of the proposal (a total of 4)

| | |
|----------------------|---|
| Attachment A. | Certification by Proposer |
| Attachment B. | Statement of Work/Your Proposal |
| Attachment C. | Certification Regarding Lobbying, Debarment etc. |
| Attachment D. | Texas Corporate Franchise Tax Certification |
| Attachment E. | Felony Conviction |
| Attachment F. | Federal Certifications |
| Attachment G. | State Certifications |
| Attachment H. | Disclosure of Interests |
| Attachment I. | Orientation to Complaint |
| Attachment J. | Certificate of Liability |
| Attachment K. | W-9 Taxpayer Identification Certification |
| Attachment L. | Federal Awards Contract Addendum Certification |
| Attachment M. | Performance Bond |
| Attachment N. | Payment Bond |
| Attachment O. | References |
| Attachment P | District forms/ Edgar forms |

DISTRICT FORM - A

Checklist of Required Forms

Corsicana Independent School District requires that the following forms and documents be completed for any respondent's bid to be considered. The District requires that one (1) original and one (1) copy of the following documents be submitted.

- _____ Short Submittal Form
- _____ SB 9 Certification
- _____ SB 13 Energy Company Boycott Certification
- _____ SB 19 Firearm Entity/Trade Association Nondiscrimination
_____ Certification No Boycott Israel Certification
- _____ No Excluded Nation or Foreign Terrorist Organization Certification
- _____ Certificate of Residency SB 252
- _____ Suspension and Debarment
- _____ Felony Conviction
- _____ Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
- _____ Conflict of Interest Questionnaire
- _____ Interested Parties Form 1295
- _____ Respondent Information Request & W-9
- _____ Edgar Forms

Failure to complete and return the required forms is grounds for disqualification

REQUIRED FORM

SHORT FORM SUBMITTAL SHEET

Name: _____ Title: _____

Company: _____ Email: _____

Phone: _____ Fax: _____

Please describe your firm's scope: (use additional sheet if needed)

Indicate below the discount percentage that you are offering Corsicana ISD (from shelf price, catalog price, published price list or website): _____

Discount Offer

If the discount above is from catalog/publication/website, list the name of the catalog/publication/website:

Please indicate any exceptions to your discount:

Is this bid valid for all of your store locations? ____ Yes ____ No ____ Does not apply

Return policy – please define: _____

Warranty policy – please define: _____

Vendor will accept District Purchase Orders? ____ Yes ____ No

Vendor will accept District check for the amount? ____ Yes ____ No

Notes/Comments: _____

By signing below, you agree to participate in this bid with the Corsicana ISD and you attest to the terms, representations and certifications listed in this bid:

Printed Name

Title

Signature

Date

DISTRICT FORM - B

SB 9 CONSTRUCTION AUDITOR(S) CERTIFICATION

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Construction Auditor(s) must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:

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

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Construction Auditor(s)"), I certify that [Check one]:

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

Or

Some or all of the employees of Construction Auditor(s) and any subcontractor are covered employees. If this box is checked, I further certify that:

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

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

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - C

SB 13 ENERGY COMPANY BOYCOTT CERTIFICATION

If (a) **Respondent** is not a sole proprietorship; (b) **Respondent** 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), the **Respondent** hereby certifies and verifies that the **Respondent**, 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 certification, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which 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).

COMPANY NAME: _____

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - D

**SB 19 PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
CERTIFICATION**

If (a) **Respondent** is not a sole proprietorship; (b) **Respondent** 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) governmental entity has determined that **Respondent** is not a sole-source provider or **Corsicana ISD** 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), the **Respondent** hereby certifies and verifies that the **Respondent**, 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 Agreement against a firearm entity or firearm trade association. For purposes of this Agreement, "discrimination 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.

COMPANY NAME: _____

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - E

NO ISRAEL BOYCOTT CERTIFICATION

Effective 9/1/2017 (H.B. 89), as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify _____ (Company Name) does not boycott Israel and will not boycott Israel during the term of this contract awarded with the Corsicana Independent School District, that this certification is true, complete and accurate and that I am authorized by my company to make this certification.

Printed Name

Title

Signature

Date

If for any reason your Company cannot make this certification, state the facts that make your Company exempt from this boycott certification:

REQUIRED FORM

DISTRICT FORM - F

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that _____ (Company Name) is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - G

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident Construction Auditor(s). This law makes it necessary for the Corsicana ISD to determine the residency of its bidders. In part, this law reads as follows:

TEC Section: 2252-001

- (3) "Nonresident bidder" refers to a person who is not a resident [of the State of Texas].
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including an Construction Auditor(s) whose ultimate parent company or majority owner has its principal place of business in this state.

TEC Section: 2252-002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Name of Company Bidding) is, under Section: 2252-001 (3) and (4)
a _____ Resident Bidder _____ Nonresident Bidder.

My/Our principal place of business under Section: 2252-001 (3) and (4), is in the city of _____, in the State
of _____.

Printed Name

Title

Signature

Date

REQUIRED FORM

RFP 20-02 GENERAL GOODS & SERVICES CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

To complete the form online visit www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow any and all instructions.

A signed, hard copy of the original, completed Form 1295 is required to be submitted with any bid submission.

| 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. | | | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. | | | |
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) |
| | | | <input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 5 Check only if there is no interested party. <input type="checkbox"/> | | | |
| 6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address 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____. <div style="text-align: center;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div> | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | |

Form 1295 Completion Information for RFP 20-02 General Goods & Services

1. Complete using Business name.
2. Corsicana ISD (Other Governmental Entity)
3. Contract ID is "RFP 20-02" and Contract Description is "General Goods & Services"

REQUIRED FORM FOR BID CONSIDERATION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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.

DISTRICT FORM - I

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Note: This Notification of Criminal History Is Not Required of a Publicly Held Corporation

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

COMPANY NAME: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

CHECK () 1, 2, OR 3 ABOVE AND SIGN BELOW

Company

Address

Phone Number

Fax Number

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM – J

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST,
AND ANTI-LOBBYING**

By submission of this proposal, the undersigned certifies that:

1. Neither the proposer nor any of proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Corsicana Independent School District Board of Trustees between proposal submission date and award by the Corsicana ISD Board of Trustees.
3. No officer or stockholder of the proposer is a member of the staff, or related to any employee or Board of Trustees member of the Corsicana Independent School District except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).
4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - L

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

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| Social security number | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table> | | | | | - | - | - | - |
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| or | | | | | | | | |
| Employer identification number | | | | | | | | |
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

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

Purpose of Form

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

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

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

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

DISTRICT FORM - M

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non- procurement transactions (e.g., sub awards to sub recipients).

Construction Auditor(s) receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Company Name: _____

Printed Name

Title

Signature

Date

EDGAR CONTRACT ADDENDUM

VENDOR NAME

In accordance with 2 C.F.R. § 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new “EDGAR”), this Addendum (“**Addendum**”) is proof of the vendor’s willingness and ability to comply with certain requirements which may be applicable to specific Corsicana Independent School District (“CISD”) purchases using federal grant funds. The following certifications and provisions are required and apply when CISD expends federal funds 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 CISD and vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds.

This **Addendum** amends and is hereby incorporated into an existing agreement between the parties as follows:

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by CISD, CISD 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 CISD, CISD 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: (1) vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) vendor fails to make any payments owed; (3) vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (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 CISD.

CISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if CISD believes, in its sole discretion that it is in the best interest of CISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by CISD as of the termination date if the contract is terminated for convenience of CISD. Any award under this procurement process is not exclusive and CISD reserves the right to purchase goods and services from other vendors when it is in the best interest of CISD.

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

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

EDGAR CONTRACT ADDENDUM, continued

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

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

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

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

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

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

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

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

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

EDGAR CONTRACT ADDENDUM, continued

Pursuant to Federal Rule (F) above, when federal funds are expended by CISD, the vendor certifies that during the term of an award for all contracts by CISD 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 CISD, the vendor certifies that during the term of an award for all contracts by CISD 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 CISD, the vendor certifies that during the term of an award for all contracts by CISD 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 CISD if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. CISD may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless CISD 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 CISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by CISD 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.

EDGAR CONTRACT ADDENDUM, continued

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

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

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by CISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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

When federal funds are expended by CISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within 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, CISD 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

EDGAR CONTRACT ADDENDUM, continued

grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. CISD 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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

CISD, as a non-federal entity, 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, equipment, services, or 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. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

When federal funds are expended by CISD, the vendor certifies, by signing this document, the vendor will not purchase equipment, services, or systems that use “covered telecommunications,” as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

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 CISD 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 CISD for any contract resulting from this procurement process, the vendor certifies that the vendor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (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 CISD 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

EDGAR CONTRACT ADDENDUM, continued

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN ACT

The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by CISD. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and CISD concerning the Buy American Act.

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

DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS—2 C.F.R § 200.322

As appropriate and to the extent consistent with law, CISD 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 including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a 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. For purposes of 2 CFR Part 200.322,

“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.

Pursuant to Federal Rule (K) above, when federal funds are expended by CISD, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide 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).

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by CISD 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 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 ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that CISD, 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 books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents. 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

EDGAR CONTRACT ADDENDUM, continued

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 applicable federal, state, and local laws, rules, regulations, and ordinances. 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: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____

Date: _____

Federal Tax ID #: _____